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SOLICITORS' JOURNAL.

WEEKLY REPORTER.

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The Solicitors' Journal.

LONDON, JUNE 4, 1870.

THE PROPOSALS OF THE Legal Education Association, which we print elsewhere, commit the Association only to the two primary objects of a legal university, and an examination test conducted by a public board for both branches of the profession. It is, we believe, intended that a bill should be, if possible, introduced this session, in order to pave the way for legislation next year. So far as the scheme provides for a regular system of bar education it will be in principle a return to what Mr. Gladstone does not object to call the wisdom of our ancestors. It is not in the present day expedient to revive the legal university in all its details of college life and college discipline, but it is now proposed to revive the collegiate education, embracing both branches of the legal profession, and requiring of those students who propose to enter the higher branch a higher educational test. On this scheme the interference with the Inns of Court would not go further than the restricting their call to students who had passed the bar examinations, or taken the bar degree, with, perhaps, some comparatively small money requirement. At present, at any rate, nothing is said respecting any direct connection with the universities, in the nature, we mean, of promoting the study of law at Oxford and Cambridge. We ourselves should be disposed to deprecate any such idea, principally because we are not in favour of setting a young man very early in the groove in which he is to run during his life, and also because we believe that students inevitably learn more law in one month in London, surrounded by the actual transaction of their subject, than in twelve at Oxford or Cambridge, where they can imbibe only theory. It is somewhat premature to anticipate the details of the scheme of which as yet scarcely more than the broadest generalities have been hinted at. When the details are being discussed it will be for consideration whether the passage of lawyers from one branch of the profession to another should be made more easy and speedy than at present. On this point much caution is necessary. It is true, as Mr. Justice Hannen said, that every man should be allowed to do whatever he is best fitted for; but the avocations of counsel and solicitors or attorneys are so different that some qualification must be necessary before anyone can step from either branch to the other. We congratulate our readers upon this important subject being at last taken up in a discriminating and intelligent manner, by an association backed by names which command the highest confidence. With more space at our command another week we shall make further remarks. It is to be understood that the names which appear as those of gentlemen forming the "Council" of the Association, are not the result of any official selection, but merely the names of gentlemen who have voluntarily given in their approval of the scheme. They embrace authorities of all values, from the very highest down to none whatever.

ANYONE OF COURSE CAN UNDERSTAND the reluctance of the Government to appoint a new Lord Justice in the

face of the impending High Court of Justice Bill, which, if it becomes law, will not require a second Lord Justice. This was stated fairly enough by Sir R. Collier on Monday, in reply to Mr. Winterbotham's question, with the intimation that "in the event of such an appointment becoming necessary," a short bill would be introduced to provide for a temporary appointment. But we are utterly astonished to find the Attorney-General declaring that he was not aware of any dissatisfaction in the profession at motions being heard on appeal by the Lord Justice sitting alone. Sir R. Collier has not, so far as we are aware, appeared in the Chancery Courts since the Lords Justices' Court became what Americans have called a "one-horse court;" and it would appear that he can have no acquaintances in any practice at the Chancery bar, otherwise he might have heard very much dissatisfaction expressed on account, not so much of arrears, as of the very uncomfortable result of having one judge overruling one judge. Lord Justice Giffard and Vice-Chancellor James are both exceedingly sound and able lawyers, and the respect felt by the profession for their judgments is as nearly equal as can be. It cannot fail, therefore, to be extremely uncomfortable, to put the inconvenience mildly, to have one of them sitting alone in judgment upon the other.

But however that may be, the second proposition of Sir R. Collier is sufficient to throw all minor criticism into the shade. "It does not require," says the hon. gentleman, "any prerogative of the Crown to enable it to refrain from exercising a prerogative." In terms that is true; but when taken in connection with Mr. Winterbotham's question and the facts of the case, which show that the appointment spoken of was not a part of the inherent prerogative of the Crown (as the appointment of the common law judges is), but a power expressly conferred on the Crown by statute, and in respect of which it is provided, as if to take away possible inducement to tamper with its exercise, that the salary shall not be suspended during a vacancy, it follows, as it seems to us, that this is a power in the nature of a public trust, which the Crown has no more right to refuse to exercise than it would have to abolish of its own mere motion the office of Secretary of State for India. For, of course, if the Crown can lawfully abstain for an indefinite period from filling up the vacancy, it can, by a continuance of such abstinence, practically abolish the office altogether.

THE FULL COURT for Divorce and Matrimonial Causes gave judgment, last Thursday, in *Mordaunt* v. *Mordaunt*. It will be remembered that the suit is by a husband for a dissolution of marriage on the ground of the respondent's adultery. After the commencement of the suit it was alleged that the respondent was insane, and this question was tried before a jury, who found that she was insane at the time of the service upon her of the citation, and that she remained insane ever since. Lord Penzance then made an order staying all further proceedings in the suit until the respondent should recover her mental capacity. The petitioner appealed against this order to the Full Court; and the majority of the Court, Lord Penzance and Keating, J., have affirmed the order (Kelly, C.B., dissenting), holding that the insanity of the respondent is a bar to a suit for dissolution of marriage.

Keating, J., rested his opinion upon the analogy of the case to a criminal proceeding and also upon the provision of 20 & 21 Vict. c. 85. He concludes his judgment by saying, "meanwhile he [the petitioner] is in the same position as he would have been in before the passing of 20 & 21 Vict. c. 85. The facts of this case are not before us, but should it upon those facts, in consequence of any peculiar hardship, be deemed one fit for legislation, of course there is nothing to prevent it." Lord Penzance based his judgment on the provisions and machinery of 20 & 21 Vict. c. 85, and thought that the petitioner did not come within the statute. Kelly, C.B., thought that there was nothing to exclude the petitioner from the benefit of the statute, and that "the Court should stay the proceedings from time to time as long as a reasonable hope remains that the respondent may recover, but that when that hope shall have ceased the petitioner should be permitted to proceed with his suit."

The result of the decision now arrived at is very unsatisfactory. Not only is there the authority of the opinion of Kelly, C.B., against this decision, but the arguments in favour of that view seem certainly stronger than those relied on by Lord Penzance and Keating, J. We have before pointed out (*ante* 350) that there is no real analogy whatever between a suit for dissolution of marriage and a criminal proceeding, and also that it has been decided that a lunatic may prosecute a suit for nullity of marriage (*Hancock* v. *Peaty*, 1 P. M. & D.), or for a divorce (*Parnell* v. *Parnell*, 2 Hagg. 169); the present decision, therefore, creates an anomaly, which indeed Keating, J., seems to think may be a proper case for a private Act of Parliament.

The case may yet come before the House of Lords and be again argued, and Lord Penzance expressed himself ready to give any assistance in his power for the purpose of facilitating the appeal.

THE GOVERNMENT ECCLESIASTICAL TITLES BILL which was read the second time in the Upper House yesterday week proposes to repeal Sir Robert Peel's Ecclesiastical Titles Act of 1851. The bill did not meet with a very favourable reception, and will probably, if it is to become law, experience still more discussion when it gets into committee. Long before the Reformation banished the Pope from England both temporally and spiritually, our Legislature found it expedient to restrain the interference of the incumbent of the See of Rome with matters in England. Certain statutes, for instance, were passed concerning the importation of bulls from Rome, enactments which the "regular clergy" or monks seem to have systematically disobeyed. They remained, however, in the statute book, a demonstration that the English in their nationality did not choose that the Pope should meddle in certain matters, and as such they probably served their purpose. When, in the reign of George IV., the modern principle of religious toleration was brought up to the length of "Roman Catholic Emancipation," the 24th section of the Roman Catholic Emancipation Act (1829), provided that since the Protestant Episcopal Church was established and the positions of its dignitaries settled by law, no other person should assume any title of archbishop of any province, bishop of any bishopric, or dean of any deanery, under pain of £100 penalty for each offence.

This section was considered as prohibiting only the assumption of titles already locally used by our own church dignitaries, although without doing any violence to its language, it might have been held to include titles not locally appropriated by the Church of England. When, therefore, in 1850, the Pope created what he chose to call episcopal sees in England, he considered himself, and was considered, as keeping beyond the pale of the Act of 1829, by assigning his bishops towns, such as Westminster, not locally associated with the name of any real English bishop. Sir Robert Peel's Act of 1851 was the outcome of all this, and that Act, after purporting to declare the law, forbad the assumption of any ecclesiastical title whatever, under a penalty of £100 at the suit of the Attorney-General. As a matter of toleration, it is sufficiently well known that these penalties are never sued for. Dr. Manning styles himself publicly Archbishop of Westminster, and Cardinal Cullen wears his red hat in Ireland, without the slightest apprehension that Sir R. P. Collier will institute proceedings against the one, or Mr. Barry against the other.

The principle on which the Government bill proceeds may be shortly stated to be this:—That Sir Robert Peel's Act has answered its purpose as a demonstration of the national Protestantism, and as a mere irritant had better be removed; also, as matter of detail, that since the Irish Church Abolition Act the surving bishops of the late

Church of Ireland would be obnoxious to the Act of 1851; and that, as matter of principle concerning Ireland, the Act of 1851 is, so far as the Emerald Isle is concerned, "the last shred of disability" left untouched by the Irish Church Abolition Act. The bill proposes therefore to declare anew that foreign prelates are repugnant to law, and then abolish the £100 penalty by repealing the Act of 1851. The preamble recites that—

"It is not competent for any foreign prince, prelate, or potentate, or any other person whomsoever other than the Sovereign of this realm, to confer any title, rank, or precedence, or any authority or jurisdiction whatsoever, over the subjects of the realm, and all assumption of such authority or jurisdiction is wholly void."

And a subsequent proviso enacts that the repeal

"Shall not, nor shall anything in this Act contained, be deemed in any way to authorise or sanction the conferring or attempting to confer any rank, title, or precedence, authority, or jurisdiction, on or over any subject of this realm by any foreign prince, prelate, or potentate, or person whomsoever other than the Sovereign of this realm."

One characteristic of the bill is that it is intended to revive what, as we just now remarked, has been the practical *effect* of the Act of 1829—viz., a distinction between titles used by Church of England dignitaries (such, for instance, as "Dean of Westminster") and titles not so imposed (such, for instance, as "Archbishop of Westminster"). It would be confusing and indecorous, it is said, if such existing titles should be assumed. It seems to us that such a distinction is scarcely a judicious one. The English nation, very happily for itself, possesses a national faith which is not that of Rome, and it is a fundamental article of our law that the Pope has no jot of power, temporal or spiritual, within our territory. Our policy towards the Roman Catholic faith and its professors should be—perfect toleration, but not an atom of favour. As a spiritual political power the Papal Hierarchy has no existence in this realm; we ignore it completely. On that principle the Act of 1848, while authorising her Majesty to maintain diplomatic relations with "The Sovereign of the Roman States," forbad the reception as an ambassador of any person in Romish orders; though as a matter of *principle*, it would perhaps have been more consistent to have ignored the Roman Catholic orders. It would, we think, be better to complete our toleration of Ecclesiastical Titles foreign to our Church, by ignoring them *in toto*. As the proprietor of a certain educational establishment in Yorkshire remarked, when excusing himself for styling his place a "Hall," a man is free to call his house what he likes, and if he chooses to call it an island, no one has any right to object. So as to titles; if a respectable rate-payer chose to put a brass plate on his front door with "Bishop of Oxford" on it we do not think the law need meddle with him. As long as a Roman Catholic minister remains what he is, a Dissenting minister, it surely matters nothing whether he calls himself Bishop of Whitechapel or Bishop of London. On this principle it appears to us that it was as utterly improper to award to Cardinal Cullen at Dublin precedence as an archbishop, as it would be in another sense improper to deny him the courtesy due to a gentleman.

An objection was taken to the bill by Lord Cairns, that it still left the Irish Church bishops *in statu quo* by not repealing section 24 of the Act of 1829. But as those bishops are now bishops only by courtesy, without bishoprics, they are not obnoxious to what has, at any rate, been the accepted interpretation of that Act.

IT IS SOMEWHAT CURIOUS that an argument in the Common Pleas on a point of law reserved by the judge will result from the single election petition tried this year in England, though this did not happen once out of the numerous petitions heard before the judges last year. In the Bristol petition, tried before Baron Bramwell, various charges were made, but the only one substantiated was the charge of bribery by agents of the sitting member at the test ballot which had taken place. It was, of course, suggested that the money given for votes at the test ballot, was really intended also to influence the votes of the receivers at the election which ensued, but the judge held that this was not made out, and thus direct bribery was not established. It was, however, contended, on behalf of the petitioners, that the payments for votes at the test ballot, even if not meant to influence the particular voter at the election, amounted to bribery within the third sub-section of section 2 of the Corrupt Practices Act, 1854. This sub-section declares it to be bribery for any person to make any gift, directly or indirectly, to any other person in order to induce such other person to endeavour to procure the return of any person to Parliament. Now, there can be no doubt that the success of Mr. Robinson in the test ballot was an important step towards procuring his return. If he had been beaten then, he had agreed not to stand at the election; if successful then, he came forward with the prestige of being the candidate supported by a large number of the electors, and as the chosen representative of his party. Each vote given for him at the test ballot materially strengthened his position for the ultimate contest. It is, therefore, at least plausible to say that each person who voted for Mr. Robinson at the test ballot did endeavour to procure his return to Parliament. If that is so, it would be bribery to give money to anyone so to vote. At the same time it is impossible to suppose that the case was really contemplated by the Legislature when the Act was passed. The sub-section in question was aimed at the practice of buying a borough as it were by the purchase of the interest and support of influential individuals, which in former times at all events has been common enough in small boroughs. Still the section is general and would seem to cover payments for endeavouring in any manner to procure a return. We do not presume to predict what the decision of the Court of Common Pleas will be, but we think there can be no doubt that the point is one proper to be reserved for the full Court. It is quite a different one from that raised in several cases last year—viz., whether bribery at the municipal elections would affect the seat. This depended upon the question of fact, whether the payment was meant to influence the votes in both contests, which question Baron Bramwell has in the present case decided adversely to the petitioners.

The facts are to be stated in a special case and the Court has appointed Thursday next, the 9th of June, for the argument.

THE GRIEVANCE OF FALSE WEIGHTS AND MEASURES was before the House of Commons for the hundredth time last week. Adulteration has proved a difficult topic to deal with, but we do not think the same can be said of the sister grievance. An effective inspection may be established by providing that it shall never be a part of the officer's duty to send round to the shopkeepers to bring up their measures to be inspected, or to send word when he may be expected. We believe, however, that, in the metropolis at any rate, the deficiency is not in the detection, but in the punishment. This should be remedied by an importation of the French practice. After each conviction let a placard notifying the offence be fixed on the offender's shop; and it may be left in the justices' discretion to say how long it shall remain there.

THE BALLOT SCHEME.

No. I.

The Ballot Bill has now been printed and circulated, but the s econd reading has been deferred until after the Whitsuntide holidays, without any day being appointed for taking it. It does not therefore seem very likely that it will pass this session, for it can scarcely be sent to the Lords until so late in the season that the majority there will have a fair pretext for throwing it out, if, as will probably be the case, they should wish to do so. Still, even if the bill does not pass into law, there will

be considerable discussion upon the details before it is disposed of.

The bill appears to us carefully drawn on the whole, especially as regards the elaborate provisions made to secure practical secresy as to individual votes. Indeed, assuming the object of the bill to be to combine practical secresy with the possibility of a complete scrutiny, its faults appear to us principally owing to the precautions for secresy being unnecessarily made so strict as to prevent the doings of returning officers and their subordinates from being sufficiently under the control of publicity to ensure confidence. We understand, however, that there will be a formidable opposition to the bill on the part of those who prefer a scheme giving absolute and inviolable secresy, with the possibility only of a partial or incomplete scrutiny.

The bill is divided into two parts, the first of which contains the new provisions for nominations and for taking the poll, and the second contains only two clauses amending the Corrupt Practices Acts and one as to construction. These latter clauses, though certainly important, may be more shortly disposed of than the clauses in Part I.

In the first place payments by or on behalf of a candidate, which ought to be but are not included in the return of election expenses made to the returning officer, are to be deemed to be corrupt provided that they could not lawfully be made by the candidate himself. This latter proviso is a somewhat curious one, because so far as we are aware according to the law at present no payment can lawfully be made on behalf of a candidate which cannot be made lawfully by himself, though the contrary appears to be assumed by the proviso in question. A candidate may be liable to heavier penalties than another person, and different inferences may be drawn from his acts than would be drawn from those of others; still, if lawful on the part of others they would be on his also. As far as it goes the section is an improvement in the law, but it will not be found in practice to have nearly so extensive an operation as its framers probably suppose. If they had gone on to say not only that such payments should be deemed corrupt, but also that they should be deemed to have been made "in order to influence the election of such candidate," the result would have been much more effectual, as the seat of the candidate would be forfeited where such payments were shown to have been made by agents, without any further inquiry being necessary. Take, for instance, the case of refreshments given on the polling day in contravention of the 23rd section of the Corrupt Practices Act. Such payments, even when made by agents of candidates, were held by the late election judges not to affect the seats, unless they could from the evidence draw the inference that the payments were corrupt *and* made "in order to be elected," or "in order to influence votes," which propositions have to be established in order to make out treating under the 4th section. Usually if the judge thought the payment was made to influence the election he held it to be corrupt. This, therefore, was the point to which he turned his attention mainly. After the alteration now proposed in the law is made, if the payment is not entered in the accounts the judge will have to deem it corrupt, but in order to decide the further point necessary to make the seat forfeited he will have to consider exactly the same question as he formerly had to decide in order to see whether the payment was corrupt or not—viz., whether the payment was made in order to procure or influence the election.

The other amendment of the Corrupt Practices Acts which is proposed is that no committees shall meet at public-houses, and no rooms at public-houses be hired for any purpose connected with an election, except for a public meeting at which the candidate is present. This will do a great deal to put down the treating which has been so general. It is to be hoped, however, that too strict an interpretation will not be put upon the clause; as otherwise it might be held that a person who visited the town either as candidate, agent, or the like, solely for the purpose of the election, and slept at an hotel, had hired a room at a public-house (the definition of which includes hotel) for a "purpose connected with the election."

We return now to the consideration of Part I., the substantial part of the bill, and this again we find relates to two distinct subjects, one the method of taking nominations, the other the method of taking the poll. The plan for nominations is a decided improvement upon the present system. The returning officer is to appoint a period of two hours at some room to be named for taking the nomination or election. During the two hours written nominations may be presented, and may also be amended if defective in point of form, or may be withdrawn. At the end of the two hours, if the number of candidates nominated and remaining in the field does not exceed the number of seats, they are to be declared elected. If the number does exceed the number of seats then a poll is to take place as a matter of course, and the election is to be deemed a contested one. Nevertheless a candidate may still retire if he pleases before the poll is taken, and if by such retirement the number of candidates is reduced to the number of seats then no poll is to take place, but the liability to such expenses as have been incurred by the returning officer is to remain notwithstanding the retirement of the candidate. The nomination papers are each to be signed by ten electors—a proposer and seconder and eight other electors—as assenting to the nomination. These ten electors are to be jointly and severally liable to their candidate's share of the expenses of the returning officer if the election is contested, but the candidate is to be at liberty to pay in their place, or repay to them anything they have paid. Under the present law candidates nominated with their consent are liable to their share of the expenses, and if a candidate is nominated without his consent his proposer and seconder are liable. In practice under the proposed law the candidate will always pay unless he has been nominated without his consent, and therefore no great alteration will be made. It would, however, be a convenience to provide that the candidate might undertake the original liability, leaving his nominators only liable as sureties for him, if at all. If a form were given to be signed by the candidate taking the liability on himself, and to be presented with the nomination paper, it would, we think, save much trouble to returning officers, without altering the result.

The provisions as to the ballot next claim our attention. We shortly noticed the nature of these clauses a few weeks since, and our readers are no doubt acquainted with the general character of the scheme. The details are, however important, and though, as we have said, carefully drawn, the bill does not give the various steps to be taken quite in the order in which they must occur. It may, therefore, assist even those who have read the bill, that we should give the steps in order. On the occasion of every contested election, the returning officer is to provide a sufficient number of ballot papers, with counterfoils. There is to be a number or mark on the counterfoil and a corresponding number or mark on the back of the ballot paper. On the face of the ballot papers are to be the names of the candidates with the figure of a square opposite to each. There are to be also certain printed directions on the ballot papers. The returning officer is to appoint in each polling place as many polling stations as he thinks convenient, and to provide a ballot box and one or more secret compartments within which voters may mark their ballot papers unobserved for each polling station. The returning officer is then to appoint a deputy returning officer, to act as presiding officer at each polling station. These presiding officers are the most important of all the officials engaged. There is no special qualification required for the office nor any remuneration named in the bill, but as they are to be deputy returning officers and the Act is to be construed together with the other Acts, they will be entitled to the same remuneration as deputies are

now, which is two guineas a day in England. The presiding officer is not to take any oath, but he, together with other persons named, is to make a statutory declaration called a declaration of secresy and fidelity to office. In the form given, however, there is nothing about fidelity to office in any other respect than in the single matter of secresy. At present the law is different in England, Ireland and Scotland in respect of the qualification, oath and remuneration of deputy returning officers, and it is perhaps unnecessary to give the details, though we mention the provisions of this bill because we think the success of the scheme, so far as its obtaining public confidence is concerned, depends to a great extent upon these presiding officers being above suspicion. The returning officer is to give to each presiding officer a certain number of ballot papers, for which he is to give a receipt. On the polling day the only persons who may remain in the polling station are the presiding officer and his clerk, and one agent for each candidate, if the candidate likes to appoint one, or the candidate himself. It is left somewhat doubtful whether the candidates may visit the polling stations unless they take upon themselves the duties which an agent might perform, and if they do this they cannot afterwards attend when the returning officer adds up the votes. Before commencing the poll the presiding officer is to exhibit the ballot box empty to the agents of the candidates, if present, and is then to lock up the box. The voters will then be admitted, and they are not to be allowed to remain in the polling station a longer time than is necessary for voting. We presume some regulation will be made to prevent more than a certain number of voters entering together. The voter is then to state to the presiding officer his name or number on the register, as at present, but instead of having his vote recorded as now he is to receive a ballot paper. At this point a doubt occurs whether the agents of the candidates who are to be present are to have the powers and perform the duties of agents appointed to detect personation under the present law,—whether the questions are to be put and oath taken by the voter if required, and so on. Nothing is expressly stated in the Act as to this, but it is doubtless intended to be provided for by the general section incorporating all laws, &c., relating to polling, not inconsistent with the new Act. The only part directly inconsistent is the direction that an entry shall be made in the poll book against the vote in such cases "protested against for personation." This of course cannot be done, and no substitute for it is provided. The presiding officer, when he gives the voter his ballot paper, is to enter on the counterfoil the register number of the voter, and against the name in the register he is to put a mark showing that some person had voted in that name. The voter, on receiving his voting paper, is to retire to the secret compartment, and put a cross in the square opposite the names of the candidates for whom he votes. He is then to fold up the paper so as to show the mark on the back, and proceed at once to the ballot box, and, having exhibited the mark to the presiding officer, is to put his paper in the ballot box. If he or any other person makes any mark on his voting paper by which it may be identified, or if he wilfully displays his ballot paper so as to show how he has voted he is to be liable to two years' imprisonment. If, however, he spoils his ballot paper or deals with it in any way so that it will not give his vote as he wishes it, and proves this to the satisfaction of the presiding officer, and gives up the spoiled paper, the officer may give him another. The spoiled papers are to be kept separately by the presiding officer. If after one person has voted for a particular name on the register another person claims to do so, the presiding officer is to put the questions and administer the oath authorised by law and may then give him a voting paper, but this paper, when filled up, is not to be put in the ballot box and counted as a vote, but is to go into a separate packet of duplicate papers, which will consist, therefore, of tendered duplicate votes. No provision is made by the bill for other persons not on the register tendering their votes. At present any person whose name is struck off the register by the revising barrister may tender his vote, and in case of a scrutiny the revising barrister's decision will be reviewed. To complete the scheme of the bill a provision must be inserted providing for such tenders, the ballot papers being, of course, kept either in a separate packet or with the duplicate papers. One other case that may arise during the polling is provided for by the bill, which is the case of persons blind or unable to read or otherwise incapacitated from voting as other persons according to the Act. In these cases the presiding officer *may* secretly mark the voting paper as requested by the voter and put it into the box. At the close of the poll the presiding officer is first to seal up the counterfoils in the presence of the agents who may also seal the packet. He is then to open the ballot box, and taking out the papers, is to place them with their backs upwards, not looking at the faces or allowing any one else to do so, and is to seal them up. He is also to seal up the spoiled ballot papers, the duplicate ballot papers, and the unused ballot papers, and to make out an account showing the numbers in each of the four packets, which, added together, should, of course, give the total number of ballot papers for which he has previously given a receipt. The counterfoils are to be sent immediately to the Clerk of the Crown in Chancery; all the other packets are to go in to the returning officer. The latter, who is not to be permitted to act as presiding officer at any polling station, is, in the presence of agents of the candidates, who, however, are not to be the same agents as have attended at any polling station, to open the packets of used ballot papers and count the votes. He is to be bound to place them face upwards, so that neither he nor the agents can see the backs (on which, however, are only marks which without the counterfoils give no information), and he is to decide all questions arising as to the candidate for whom votes are intended to be given, and to reject all voting papers which are void, either from anything being written on them or from the voter having voted for too many candidates. His decision on these points is to be open to review on a scrutiny. Having thus ascertained the state of the poll he is to declare it. Besides this he may open the packets of spoiled duplicates and unused papers for the purpose of verifying the accounts returned to him by the presiding officers, but only for that purpose, and he is to seal them up again. He is not, of course, to reckon the duplicate papers in the poll, but it seems he is not even to look at them to see the number of votes given by them for the various candidates. Afterwards all the documents are to be sent sealed up to the clerk of the Crown, and are not to be opened by any one except under the order of a competent court, which is defined to be the House of Commons or any tribunal having cognisance of election petitions. As to the counterfoils the Court is not to order them to be opened until some vote has been shown to have been given by a disqualified person, and then only for the purpose of ascertaining for whom the vote was given. After the election the copies of the register showing which voters have received ballot papers, are to be open to inspection, and may be copied. All the documents sent to the clerk of the Crown are to be kept for two years, and then secretly destroyed unless the House orders the contrary.

We have now detailed, nearly in the language of the bill, but more nearly in their true order, the various steps to be taken. We propose next week to criticise these provisions, and at the same time to offer some remarks upon an alternative scheme.

Dr. Thomas R. Pearson, of Stowmarket, has been appointed (by Mr. F. B. Marriott, coroner) to be deputy coroner for Suffolk, and the appointment has been duly approved by the Lord Chancellor.

THE SEPARATE ESTATE OF A WIFE.

No. II.

When we broke off at the end of our previous article, we had just begun to consider the liability of the separate estate in respect of the woman's "general engagements." It was once thought that something more even than mere writing was necessary to bind the separate estate, but any notion of that kind has now long since vanished. Lord Justice Turner summed up the authorities, as we have said, in *Johnson* v. *Gallagher* (9 W. R. 506, 3 D. F. & J. 515), and stated finally his conclusion that the separate property is liable to the general engagements. *Johnson* v. *Gallagher* has ever since been treated as settling that question; we need not, therefore, go behind it for the sake of the mere history of the topic.

In *Johnson* v. *Gallagher* Lord Justice Turner, like other judges who have touched the subject, was careful to guard himself from saying that the separate estate is necessarily bound by *every* general engagement. We must therefore examine the limitations of the liability. Before doing so it will be proper for us to observe that there is a good deal of confusion (due sometimes, we fancy, to the reporters, and sometimes to the judges) in the judicial statements about the married woman's inability to contract. It is said, for instance, that neither in law nor in equity can a married woman bind herself by contract. Now this is true only if taken literally. There is not the slightest difficulty about the matter. The fact is that neither in law nor in equity can the wife bind *herself* by any contract; she cannot by any contract give a *personal* equity against *herself;* but she may by contract bind or charge her separate property, so that the Court of Equity will assist the person with whom she dealt by laying its hand, *in rem*, upon that; and *quoad* her separate estate she can deal as though she were a *feme sole*. We will now return to the "general engagements" subject. Lord Justice Turner, in *Johnson* v. *Gallagher*, after establishing the general proposition of the liability of the separate estate, proceeded as follows:—

"I am not prepared, however, to go to the length of saying that the separate estate will in all cases be affected by a mere general engagement. The cases of *Jones* v. *Harris* and *Aguilar* v. *Aguilar* show that the engagement which, if the married woman was a *feme sole*, the law would create for the repayment of a void annuity would not affect it. It seems to follow that to affect the separate estate there must be something more than the mere obligation which the law would create in the case of a single woman. What that something more may be must, I think, depend in each case upon the circumstances. What might affect the separate estate in the case of a married woman living separate from her husband, might not, as I apprehend it, affect it in the case of a married woman living with her husband. What might bind the separate estate if the credit be given to the married woman, would not, as I conceive, bind it if the credit be not so given. The very term "general engagement," when applied to a married woman, seems to import something more than mere contract, for neither in law nor in equity can a married woman be bound by contract merely: *Aylett* v. *Ashton*."

Aylett v. *Ashton* (1 My. & Cr. 111) merely decides that there is no *personal* remedy against the woman; it was the case of a specific performance bill filed against her, and the Court observed that, though she could make her separate property answerable for her engagements, she could confer no right to a personal remedy against herself; for this reason the bill, which was framed as asking only a personal decree against the married woman, was dismissed. In *Jones* v. *Harris* (9 Ves. 493), the first of the cases cited by Sir G. Turner in the above extract, a married woman having separate estate had for valuable consideration granted an annuity; the annuity afterwards became void through the *laches* of the grantee in not duly registering a memorial as required by certain Acts. It was held that the grantee could not come into court as a plaintiff and claim as against her separate estate a resulting trust in his own favour for the amount of the purchase-money which he had paid. But this case and that of *Duke of Bolton* v. *Williams* (2 Ves. Jr. 155), which is to the same effect, are worth very little, because they seem to have gone on the fact of the plaintiff's own omission having caused the failure of the annuity. *Aguilar* v. *Aguilar* (5 Madd. 414) was another case of a void annuity; in the report of that case it is not stated that the annuity fell through in consequence of any omission on the grantee's part, but we do not see how it can have failed in any other way. Here the woman was the plaintiff; she had joined her husband in granting the annuity, charging her separate estate with it, and now came into court with a bill praying to have the separate estate exonerated. Vice-Chancellor Leach decided that she was entitled to ask that relief without by her bill offering, as any other plaintiff must have done, to repay the purchase-money. The Vice-Chancellor based this departure from the general maxim, "Who seeks equity must do equity," upon the fact that she could not be sued at law for the price, as any other person could have been, and hence, he said, there was no lien for the price upon her separate estate; he proceeded also to say (or the reporter makes him say) "that a *feme covert* could not, by the equitable possession of separate property, acquire a power of contract; she had a power of disposition as incident to property and her actual disposition or appointment of the property would bind her." That is a most unfortunate sentence: *nothing* could bind *her*, but it is distinctly true, as we have said, that as concerns her separate property the woman *can* contract as if she were a *feme sole*. We do not think that *Jones* v. *Harris* and *Aguilar* v. *Aguilar do* establish, as Turner, L.J., said, "that the engagement which, if the married woman was a *feme sole*, the law would create for the repayment of the consideration of a void annuity, would not affect it." We cannot, of course, say what might be ruled if, in the face of the above sentence, a similar point were to be raised anew, but we are inclined to think that if the question in *Aguilar* v. *Aguilar* were now being considered for the first time, it would be held that the wife, being perfectly able to charge her separate estate with an annuity, and having, in fact, granted an annuity for valuable consideration, she must, *quoad* the separate estate, be treated as any other suitor not under disability would have been treated with regard to his or her own property—that the Court, in short, would require her to offer repayment of the purchase-money.

It seems to us, in short, that Lord Justice Turner has deduced his inference as to the *intention* to be shown in each case, upon grounds which, when examined, hardly support it. There are, however, other cases in which this doctrine of intention is assumed. Thus Lord Langdale, in *Tullett* v. *Armstrong* (4 Beav. 319), says:—

"It is perfectly clear that where a woman has property settled to her separate use she may bind that property without distinctly stating that she intends to do so. She may enter into a bond, bill, promissory note, or other obligation, which, considering her state as a married woman, could only be satisfied by means of her separate estate; and therefore the inference is conclusive that there was an intention, and a clear one, on her part that her separate estate, which would be the only means of satisfying the obligation into which she entered, should be bound. . . . But in a case where she enters into no bond, contract, covenant, or obligation, and in no way contracts to do any act on her part; where the instrument which she executes does not purport to bind or to pass anything whatever that belongs to her; and where it must consequently be left to mere inference whether she intended to affect her estate in any manner or way whatever, the case is entirely different either from the case where she executes a bond, promissory note, or other instrument, or where she enters into a covenant or obligation by which she, being a married woman, can be considered as binding her separate estate."

Let us turn from these *à priori* investigations and see what was actually done in *Johnson* v. *Gallagher*. There a woman, living apart from her husband and having

separate estate, carried on a trade, and in the way of her trade bought goods on credit. Turner, L.J., said :—"I think that where, under such circumstances, a married woman contracts debts the Court is bound to impute to her the intention to deal with her separate estate, unless the contrary is clearly proved. The Court cannot impute to her the dishonesty of not intending to pay for the goods which she purchased. The circumstances preclude the inference that she expected her husband to pay. . . . How then could she intend that the payment should be made otherwise than out of her separate estate?" Again, in *Picard* v. *Hine* (18 W. R. 178, L. R. 5 Ch. 277) a wife living apart from her husband contracted with the plaintiff to buy of him the lease of a shop. A specific performance bill having been filed, to which she and the trustee were made parties, praying a decree against her separate estate; Lord Hatherley, L.C., said :—"When she by entering into an agreement, allows the supposition to be made that she intends to perform the agreement out of her property, she creates a debt which may be recovered, not by reaching her, but by reaching her property."

The rule may be taken to be this :—Where a married woman enters into a contract which at the time she has no means of fulfilling except at the expense of her separate estate, the Court will assume her to have intended the honest consequence of her action, and will hold her separate estate liable. We do not, for instance, imagine that to a bill filed by a creditor seeking to avail himself of the separate estate, a woman would be heard to say that she never *intended* to pay at all, and so did not *intend* to charge his separate estate. Of course, as regards mere debts, the fact that the woman was living *with* her husband when they were contracted would afford an almost irrebuttable presumption that she did *not* mean to charge her separate estate. Whenever, as, for instance, was the case in *Hulme* v. *Tenant* (1 Wh. & Tu. L. C.), a wife having separate estate joins her husband in an obligation, there arises at once a presumption that it was with the view of binding her separate estate, since, unless that were the object, her joining would be a mere farce.

But before a creditor can enforce any remedy against the separate estate, he must obtain a decree, unless he can show a contract specifically charging a particular fund (*Davies* v. *McHenry*, L. R. 6 Eq. 462).

We may mention, with reference to solicitor's costs incurred by married women, the cases of *Murray* v. *Barlee* (3 My. & K. 208), *Callow* v. *Howle* (1 De G. & Sm. 534), and *Re Pugh* (17 Beav. 336). The first was a simple case of a "general engagement: the wife, living separate, incurred costs, and wrote promising to pay, but making no reference to her separate estate: it was held liable. In the second it was held that the mere transaction of business relating to separate estate vested in trustees, the solicitor having been employed as the solicitor of both husband and wife who lived together, was not enough to charge the separate estate with the costs. In the third a wife whose husband was imbecile employed a solicitor in certain matters relating, not to her separate estate, but to the rights of her children in a suit to which she was a stranger: her separate estate was held not liable.

We shall conclude our sketch of this subject next week.

RECENT DECISIONS.

EQUITY.

WIFE'S EQUITY—FORM OF SETTLEMENT.

Croxton v. *May*, V.C.J., 18 W. R. 375.

With respect to cases of this kind the Court will exercise its discretion, not only as to the relative apportionment of the fund between the wife and children on the one hand, and the husband on the other, but also as to the form of the settlement, particularly with respect to the limitation of the fund settled. With respect to the first branch of the subject, the proportion to be settled, suffice it to say that the old rule, which was to settle one half, has long been departed from (*Beresford* v. *Hobson*, 1 Madd. 362), and the Court is now governed by the circumstances of each case. In *Spirett* v. *Willows* (14 W. R. 941), three-fourths of the fund was settled; in *Carter* v. *Taggart* (5 De G. & Sm. 49), two-thirds; and the whole has been settled in cases of desertion and personal violence (*Gilchrist* v. *Cator*, 1 De G. & Sm. 466). The cases on this branch of the subject are collected in *Re Suggitt's Trusts* (16 W. R. 551), where Lord Justice Selwyn decided that the Court would not settle the whole of a wife's fund upon her and her children unless the husband was insolvent, or had been guilty of gross misconduct.

With respect to the ultimate limitation of the fund, the rule extracted by Lord Chelmsford is, that the ulti mate limitation, in default of children, shall be to the husband, whether he survive his wife or not (*Spirett* v. *Willows*, 14 W. R. 941). In this case, as in *Croxton* v. *May*, the Court declined to give the wife the fund if she survived the husband. The principle on which the Court acts is, to let in the equity of the wife and children, and to that extent to exclude the husband's marital right. But as soon as that equity is satisfied (as in the event of the wife dying without issue), the marital right ought to revive; of course, in the absence of special circumstances, such as those pointed out in *Spirett* v. *Willows*—viz., where there has been misconduct on his part, or he is unable to maintain his wife, or the fund is extremely small. In general the ultimate limitation in default of children will be to the husband. The wife's equity extends to her children and to her own life if she have no child, but not beyond.

Where the marriage has taken place under circumstances which amount to a contempt, as by the marriage of a female ward without consent, a different principle applies. In such cases the ward's interest is to be consulted in the settlement, and that alone, unless the other and subordinate purpose of protection against the husband can be accomplished without any prejudice to the ward (per Lord Brougham, C., in *Birkett* v. *Hibbert*, 3 My. & K. 230). In a case of *Re Giles's Settled Estates*, recently before Vice-Chancellor Stuart, there had been a petition for the sale of an estate, and before any order was made thereon, one of the petitioners, then aged nineteen, ran away with, and was married to, a man without means. On a subsequent petition for payment of the proceeds to the parties absolutely entitled, including the petitioner (then of age) and her husband, the Vice-Chancellor declined to take her consent in court, and ordered the fund to be carried to her separate account, with a direction that the same should be held in trust for her for life for her separate use, without power of anticipation, with the usual provision for her children by her then or any future husband, and in default of children, for her next of kin as if she had never been married, thus excluding the husband altogether. The *ratio decidendi* here was, that the presentation of a petition under the Leases and Sales of Settled Estates Act puts an infant petitioner in the position of a ward of court. Vice-Chancellor Kindersley has held that payment of a fund into court under the Legacy Duty Act (*Re Hilary*, 13 W. R. 959), or under the Lands Clauses Act (*Re Wilts &c. Railway Company*, 13 W. R. 959), does not make the infant owner of the fund a ward of court. Payment into court under the Trustee Relief Act, however, has been held to make an infant a ward of court, where an order had been made in the matter, allowing her maintenance out of the fund (*Re Hodge's Settlement*, 3 K. & J. 213). And the true principle appears to be that the custody of the infant's property in every case draws with it the custody of the infant, and makes him or her a ward of court.

COMMON LAW.

Distress—Railways—Fixtures.

Turnor v. *Cameron*, Q.B., 18 W. R. 544.

This case decides that the iron rails and sleepers of a railway cannot be distrained for rent. The question was "whether the rails and sleepers forming the railways under consideration continued to be personal chattels, or whether by reason of their annexation to the freehold they became fixtures." It was found in the case that the railways in question were private railways made for the better enjoyment of some collieries, and were so far permanent that they were intended to remain on the premises as auxiliary to the working of the mines until, at least, the expiration of the term for which the mines were let.

The only difficulty in the case was one of fact rather than of law. There is seldom any dispute as to the definition of fixtures; but the question usually is, whether particular articles have or have not become fixtures. This decision has now settled the question as to lines of railway.

Landlord and Tenant—Duration of Term.

Cornish v. *Stubbs*, C.P., 18 W. R. 547.

It is a general rule that the duration of leases for years ought to be ascertained either by the express limitation of the parties at the time of making the lease or by a reference to some collateral act which may with equal certainty measure the continuance of the term, otherwise they will be void. (Woodfall L. & T. 9th ed. 104.)

This rule was discussed in *Cornish* v. *Stubbs*. There was an agreement for a tenancy of a house and premises from week to week, determinable, therefore, by a week's notice; and it was in addition agreed that the tenant should have a reasonable time to remove his goods after the determination of the tenancy. The tenancy was duly determined by notice, but the lessor did not allow the tenant (the plaintiff) a reasonable time to remove his goods from the premises. The plaintiff thereupon brought this action against the lessor, in which the material question was whether such an agreement as that between the plaintiff and defendant was good in law.

For the defendant it was argued that the duration of the time beyond the week for which notice had to be given, was too indefinite to create an extension of the term, and that it was, therefore, void.

There was no direct authority upon the point, but Willes, J., referred to Littleton, section 69, where it is said that if a house be let to one to hold at will, the lessee shall have a reasonable time to take away his goods after he is put out. It was held in accordance with this passage from Littleton that there was no objection in law to the agreement, and that it operated as an extension of the term, "not for all purposes, but for all acts necessary for the removal of the goods."

There were some other points in the case, but none calling for any notice here.

Taxation of Costs—Practice—Fees Allowed to Good Jury Upon a Writ of Inquiry.

Vickery v. *London, Brighton and South Coast Railway Company*, C.P., 18 W. R. 549.

The judgment in this case contains some curious antiquarian information concerning the payment of jurors. The inquiry goes back as far as the reign of Queen Elizabeth, when it was apparently the custom, according to Smith's Commonwealth, that "the party with whom the jury have given their sentence giveth the inquest their dinner that day commonly; and this is all they have for their labour notwithstanding that they come some twenty, some thirty, or forty miles or more to the place where they give their verdict. All the rest is at their own charge." The custom as to paying jurors is traced from that period down to the present day, and the conclusion arrived at by the Court is that "so far back as living memory extends, the fee to a special juryman has been a guinea, and that fee appears to have been recognised by Acts of Parliament and sanctioned by the courts. It is true that it seems to depend upon usage, but many similar payments and most important rights and privileges have no other foundation than the usage and practice of the Courts, and, the payment in question being only a just and reasonable remuneration to the jury for their labour and services, we are of opinion that it may and ought to be sanctioned as it has hitherto been."

In accordance with this view it was held that a payment which had been allowed on taxation by the master of one guinea a-piece to each member of a "good jury," who had been taken from the special jury list and had assessed damages on a writ of inquiry was reasonable, and that the taxation ought not to be reviewed.

REVIEWS.

Elementary Precedents in Conveyancing: a Collection of Practical Forms Designed for Professional use and Suited to the Emergencies of Actual Practice. With Notes, and Table of Stamp Duties. By Thomas Wilkinson, Esq. London: Horace Cox.

This little collection of Precedents originally, we believe, appeared in a serial form in the pages of the *Law Times*. The intention of its compiler seems to have been to furnish a collection serviceable to articled clerks in the daily recurring demands of matters in which "time or expense (or both) prevents the employment of more formal and elaborate instruments." "It is sufficiently perplexing," says the author, "to peruse in Davidson or Prideaux strict settlements with their elaborate provisions for jointure, pin-money, portions, and the complicated machinery of remainders and cross-remainders, and to find in *actual* practice that your prosaic client wishes *his* settlement to comprise shares in a barge or a building society, a life policy, some furniture, and a renewable leasehold, without having altogether to rely upon one's unaided efforts to frame so heterogeneous a document; yet in everyday life perhaps the family estates are the exception, and the *very* mixed personalty the rule!"

A good collection of this kind would be useful in a solicitor's office; and might be used appropriately by a conveyancing clerk thoroughly versed in his business, to save the time otherwise devoted to inventing formulæ of his own.

The present collection includes many topics on which a practitioner called on to draw an agreement or other document with despatch may be glad of assistance—such, for instance, as an agreement to let a theatre, or to hire a steam-engine with option of purchase, besides a great many useful forms of notice and so forth. These latter will probably be found useful in solicitors' offices, especially in the country; but we fear young clerks could hardly be trusted with the precedents unless informed by better and fuller notes; and the notes in the present volume appear to us neither sufficient nor wholly reliable. At page 176, for instance, is given a form of receipt by a legatee for his share of residue, in which the legatee undertakes to execute a release: now if there were to be any notes at all it should have been noted here that, though a release is customary, the executor cannot *require* more than the simple receipt. Again, at page 225 is given a form for an "undertaking by a mortgagor on a second mortgagee discharging a building society's first mortgage." To this is appended a note in which it is stated that "the person entitled to the reconveyance is the person who is empowered to call upon the holder of the legal estate and to demand a re-conveyance from him of such estate," with a reference to Barry's Law of Building Societies, 114, and *Prosser* v. *Rice* (28 Beav. 68). Now, setting aside the absurdity of the sentence between the inverted commas, from which we should infer that its writer had no perception of the real bearing of section 5 of the Building Societies Act (6 & 7 Will. 4, c. 32), the note ought, instead of citing *Prosser* v. *Rice*, decided by the Master of the Rolls in 1859, to have cited *Pease* v. *Jackson* (17 W. R. 1, L. R. 3 Ch. 576), decided by Lord Cairns in 1868, the effect of which is to overrule Lord Romilly's decision in *Prosser* v. *Rice*. Again, we find no

mention whatever, either in the table of stamp duties or elsewhere, of the building lease point decided in *Boulton's case* (18 W. R. 35). It is true that this latter subject may have received its development subsequently to the publication of the work in its serial form, but the preface professes that all the precedents and notes have been carefully revised, and the table of stamp duties appended, "since the completion of the work in its serial form."

The Indian Penal Code. By ANGELO J. LEWIS, M.A. London: W. H. Allen & Co.

This is the first of a series of "Indian Law Manuals" which Mr. Lewis is going to add to our stock of literature on Indian law. His plan, to judge from his treatment of the Penal Code, is to give a series of questions and to answer them in as near as possible the language of the Indian Legislature. This, Mr. Lewis admits in his preface is an "inelegant form," but he thinks it the best for imparting instruction to "the student who approaches the subject for the first time." We cannot agree with him in this *dictum*. His manual would convey but a poor idea of the Penal Code to a student who had never seen the original; although it would be very useful indeed to him, when he has studied the code itself, to test his knowledge by. To substitute it for the code would be to pander to what is the existing curse of the Indian Civil Service examinations, as far as law is concerned, viz.—cram. Mr. Lewis also thinks that the manual will be "not less appropriate to the young practitioner." Here, again, we are sorry to have to differ from him. To a few of the answers are appended brief notes, and these notes, although generally useful as far as they go, are in some cases wanting in that accuracy which is essential even in a legal work intended for a student, and the absence of which is fatal to a work intended for the practitioner. We may cite the notes to answers 20 and 240 as samples of what we mean. From the first the student would gather that rights, as distinguished from corporeal property, and *choses in action*, are in the English law synonymous terms. In the second case, extortion is described as the taking property with the consent of the owner, such consent being obtained by putting the owner in fear of *hurt*—whereas it should be in fear of *injury*. Hurt and injury are explained in the code itself—to cause hurt is to cause bodily pain, disease or infirmity (section 319); "injury denotes any harm whatever illegally caused to any person, in body, mind, or reputation, or property" (section 44). "Injury" is therefore a much wider term than "hurt," and Mr. Lewis's description of extortion is essentially incorrect.

The American Law Review. April, 1870. Boston: Little, Brown & Co. London: Stevens & Haynes.

The Law Magazine and Law Review. May, 1870. New Series. London: Butterworths.

The *American Law Review* for April does not contain anything of much interest to English readers. There is an article on "Contributory Negligence on the Part of an Infant," in which it is argued that the negligence of a parent or guardian in suffering a child to be exposed to injury ought not to bar the child's right to recover compensation for such injury from the person causing it.

"The right of a landlord to regain possession by force" is the subject of another article in which are discussed the well-known English cases *Newton* v. *Harland* (1 M. & G. 644), and *Harvey* v. *Bridges* (14 M. & W. 437), together with many other English and American decisions. There are also the usual digests of cases and book notices.

The subject most likely to attract attention amongst those treated in the *Law Magazine* for May is the review of the Civil Code of New York. This and the other codes (the Penal Code, Political Code, &c.) of New York have been already a good deal discussed in this country, and the article in this number of the *Law Magazine* does not add much to what has already been said on the subject. It has, however, the great merit of containing a clearly expressed opinion as to the merits, or rather demerits, of the code—viz., that it is "in a high degree meagre, ambiguous, and inaccurate. . . To the practitioner it will, except so far as it effects alterations in the existing law, be absolutely useless." There is also an interesting article by the Hon. W. Beach Lawrence on "The marriage laws of various countries as affecting the property of married women." It contains a great deal of valuable information in a very condensed form.

The remaining articles on The Law Military, The Diary of a Barrister (a long and very much "padded" notice of Henry Crabb Robinson), Friendly Societies, Mr. Justice Hayes, On a MSS. of Vacarius, Church Patronage, Compulsory Pilotage, and the Judicature Bills, are of the usual character. There are besides notices of a number of new books.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

May 30.—*Re Hicistad.*

Bankruptcy Act, 1869, *s.* 84—*Case in which it was impossible to form a* quorum *of creditors.*

R. Griffiths applied for the direction of the Court under the following circumstances:—

An adjudication of bankruptcy had been obtained against a debtor who had four creditors only. At the first meeting but one creditor attended, and the registrar directed that the proceedings should stand adjourned. At the adjourned sitting the same difficulty arose, one creditor only being in attendance, and the registrar then reported the facts to the Chief Judge for his direction thereon. The question arose, what could be done? It was impossible to form a *quorum* of creditors, and the petitioning creditor had incurred considerable expense in obtaining the adjudication. By the 84th section it was provided that the Court might annul the adjudication unless it was deemed expedient to carry on the bankruptcy with the aid of the registrar as trustee.

Mr. Beard (solicitor), for the bankrupt.

The CHIEF JUDGE intimated that, in accordance with the terms of the section, it was incumbent on the petitioning creditor to make out some case for a continuance of the bankruptcy.

R. Griffiths said that the debtor being once in bankruptcy it was impossible for him to get out until he paid ten shillings in the pound, and it was important, therefore, in the interest of the petitioning creditor, whose claim amounted to £900, that the adjudication should not be annulled.

The CHIEF JUDGE intimated that the petitioning creditor should have come prepared with some evidence, but said that as the point was new he would adjourn the matter for a few days to give the petitioning creditor an opportunity of making out a case.

Solicitor for the petitioning creditor, *Chidley.*

June 1.—*Re Burton.*

Bankruptcy Act. 1869, *s.* 16, *rule* 166—*Issue of* subpœnas *for examination of alleged creditors.*

Mr. John Evans (solicitor), on behalf of the petitioning creditor under this adjudication, applied, pursuant to the 166th of the new rules, for *subpœnas* to examine the brother-in-law, the father-in-law, and other alleged creditors of the bankrupt at the first meeting appointed pursuant to section 16 of the Bankruptcy Act, 1869. The matter had been brought before the registrars, and they declined to issue the summonses, but referred the applicant to the court.

In support of the application it was stated that it would be to the interest of the general body of the creditors that *subpœnas* should issue for the examination of certain of the bankrupt's relatives who put forward proofs of debt and who intended to vote by proxy. The family claims were disputed by the petitioning creditor; and it was desirable that the proofs should be investigated, because, if admitted, the trade creditors would be outvoted, and the bankrupt's brother would be appointed trustee. The 166th rule gave the Court power to issue a *subpœna* for the attendance of a witness capable of giving evidence "concerning any matter in the Court," but the registrars were of opinion that the rule did not apply where the sole object of the petitioning creditor was to ascertain whether a debt was *bonâ fide* owing to the intended witness.

The CHIEF JUDGE said that doubtless in proper cases *subpœnas* might be issued, but the proper course in this case would be to allow the first meeting to take place, and, if the proofs were tendered and disputed, the registrar might, if necessary, adjourn, and he also might, if necessary, allow *subpœnas* to be issued for the attendance of witnesses. At present it was not requisite that *subpœnas* should issue.

Solicitors, *Evans & Laing.*

APPOINTMENTS.

Mr. Robert Dawbarn, jun., solicitor, of March, Cambridgeshire, has been appointed Registrar to the March County Court, in the room of his deceased partner, Mr. F. J. Wise. He has likewise been appointed Clerk to the Justices of the March division, and also Clerk to the Local Committee under "The Contagious Diseases (Animals) Act, 1869." Among other appointments to which Mr. Dawbarn has been elected since the death of Mr. Wise, may be mentioned that of Clerk to the Board of Middle Level Commissioners, at a salary of £350 a year, and treasurer of the Isle of Ely. He has also become secretary to the March Gas and Coke Company (Limited), and clerk to the Charity Trustees. The stewardship of the manor of Chatteris has also devolved upon him. Mr. Dawbarn was admitted in 1846, and is the son of Mr. Robert Dawbarn, of Wisbeach.

Mr. Benjamin Terry, solicitor, of Bradford, and an alderman of that borough, has been appointed by the West Riding magistrates acting for the division of East Morley, to conduct all cases of felony and misdemeanour. The object of this appointment, it is stated, is to prevent the compromising of cases deserving of punishment, and so to secure the more effectual administration of justice. Mr. Alderman Terry was certificated in Easter Term, 1843, and is senior member of the local firm of Terry & Robinson.

Mr. Francis Thomas Southgate, solicitor, of Gravesend, has been appointed Clerk to the Improvement Commissioners of that borough, in succession to his father, the late Mr. Francis Southgate, who held the appointment for forty-one years. During thirty-six years of that period, Mr. F. T. Southgate had been connected with the office, first as clerk and afterwards as partner, since taking out his certificate in 1842.

Mr. Henry Snowdon, jun., solicitor, of Leeds, has been appointed a Commissioner to administer oaths in Chancery.

Mr. John Jones, of Newtown, Montgomery, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

Powers of Executor.

Sir,—I should like some of your readers to consider this case:—

A. dies possessed of shares in a railway company, and standing in his name at the date of his death. By his will he bequeathed these shares absolutely to B., whom he appointed his sole executor. B., on the production of the probate, got them duly registered in his name, as executor of the deceased. He now wants to get them registered in his own name absolutely, irrespective of his character of executor, and has tendered a transfer deed from himself as executor to himself absolutely, for registration accordingly; but the company refuse to accept the transfer, alleging it to be void, on the ground that a person cannot transfer personal property to himself alone. Of course it is no answer to this company's argument, but it is a well-known fact, that transfers of this nature are made every day at the Bank of England and in many railway and other companies. The question for consideration then seems to be, "Can a person, in his character of executor, transfer shares in a company to himself in his individual capacity, without the intervention of a trustee?"

I may add that the recent Act does not affect this case, applying, as it does, only to cases of transfer by one person to himself and another or others.

Subscriber.

Bond of Married Woman.

Sir,—In your Journal of the 28th ult. appears a letter signed "B., A Subscriber and Constant Reader," who inquires whether there is any objection to a married woman (living apart from her husband, but not judicially separated) entering into a bond, with sureties, to secure a loan to her, so as to bind separate estate which she has no power to alienate. I think such a bond would be quite ineffectual to charge the separate estate, and that it is very doubtful whether the sureties would be in any way liable under it, the bond not being binding on the principal.

June 2. T. C. S.

Stamp Duty on Leases Bill.

Sir,—In our letter to you of last week "draft" leases was written by mistake for "all" leases.

Scadding & Son.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 27.—*Occupation of Land in Ireland.*—The Earl of Longford presented a bill which would, he hoped, assist the discussion of the important measure about to come up to their lordship's House.—The bill was read a first time.

Ecclesiastical Dilapidations Bill.—The Archbishop of York withdrew his bill, in order to substitute another, which was read a first time.

The *Churchwardens' Liability Bill.*—The Marquis of Salisbury explained that the object of this measure was to relieve churchwardens from liability for the payment of fees, principally connected with the Archdeacon's Court, which, until the abolition of compulsory church-rates, were defrayed out of those rates. The fees at each visitation varied from 7s. to 20s., and churchwardens were often in a condition of life which made the payment inconvenient, while it was not fair to cast such a burden on persons whose services were gratuitous. As matters stood, there was danger of their not appearing at the Archdeacon's Court, though in that case their powers were invalid, or of difficulty in inducing persons to take the office. It had been suggested that the fees should be charged on the poor-rates, and a suit on that subject was now proceeding, but in the meantime it was only just to relieve the churchwardens.—The bill was read a second time.

The *Bankrupt Law Amendment (Ireland) Bill.*—The Marquis of Clanricarde moved that this bill be committed *pro formâ*, in order that it might be reprinted with numerous verbal amendments suggested by a legal body in Ireland.—The Lord Chancellor had learnt, on communicating with the Irish law authorities, that there was considerable objection both to the shape and timeliness of the bill. It was desirable that the English and Irish law should be assimilated, especially as to non-traders; but the Act of last session had provided that a bankrupt should not obtain his discharge unless he had paid ten shillings in the pound, that the official assignees should be superseded by creditors' trustees, and that persons should not be adjudged bankrupt on their own petition. On this last point, as well as on others, the bill would tend rather to divergence than assimilation, and it was desirable that more time should be given to test the working of the English law before the Irish was assimilated to it.—The Marquis of Clanricarde said nine years ago the then Attorney-General for Ireland had promised to bring non-traders under the bankruptcy law, which was the chief provision of the bill, yet nothing had been done.—The bill passed through committee *pro formâ*.

The *Ecclesiastical Titles Act Repeal Bill.*—The Earl of Kimberley moved the second reading. The Act of 1851, which this measure proposed to repeal, contained four clauses. The first declared and enacted that any brief or bull proceeding from the Pope pretending to establish any jurisdiction in this country should be void. The second imposed a penalty of £100 on the assumption of any ecclesiastical title under such pretended brief or bull; no suit, however, being brought without the consent of the Attorney-General. The third, which was not quite consistent with the rest of the Act, relieved from penalties the bishops of the Scotch Episcopal Church; and the fourth reserved the operation of the Charitable Bequests Act of 1844. The excitement under which that Act was passed had long passed away. As regarded the enforcement of penalties, the Act had been a dead letter, for no one had been sued; but it did not follow that the Act had been altogether ineffectual. It had been the cause of considerable inconvenience, and had, perhaps, to some extent accomplished the intentions of its promoters. As the penalties applied only to persons assuming the titles, the Act had not prevented the bishops of the Roman Catholic Church, whether in England or Ireland, from being generally and ostentatiously called by their sees. It had to some extent obstructed charitable purposes, and had prevented cordial intercourse between our authorities and the spiritual rulers of the Romish Church. Circumstances had greatly changed. The Church of Ireland had been disestablished, and, after the 1st of January

next, apart from the titles of precedence enjoyed by particular individuals who then held bishoprics, and who were saved by a special clause in last year's Act, bishops who might be appointed in that Church would come under the provisions of the Act of 1851. This bill was to remove the last shred of disability remaining after the Irish Church Act. The preamble expressly declared that no foreign power can confer authority within this realm, and that this repeal should in no wise sanction the conferring any such authority. The result, therefore, of the bill would be that, while the penalty of £100 specially directed by the Act of 1851 against any person assuming a title contrary to that Act would no longer be retained, the general law of the country, declaring that no foreign jurisdiction should have any power or dominion in this country, would remain precisely as it was before. If he thought the Act could in the least check the ridiculous and extravagant pretensions put forth by Rome in the late *Syllabus* and *Schema*, he would be no party to its repeal; he believed, however, that it added no security to the enjoyment of our own religion, and that the old law would be quite enough to mark the national determination that no foreign jurisdiction should be exercised.—Lord St. Leonards protested against the bill.—Earl Russell thought the present a most unfortunate time for introducing such a bill. He should vote against it, unless much amended in committee.—Lord Cairns was surprised to find that the section of the Catholic Emancipation Act (10 Geo. 4), which imperilled the Irish bishops, was not touched by the bill. Moreover, that part of the bill which purported to continue the penalty against persons assuming titles in places where English bishops already held them would be objected to as inconsistent with the preamble.—The Lord Chancellor answered the objection that, after the present year, those Irish bishops whose titles were continued to them for their lives would be subjected to penalties, by urging that, on the true construction of the 24th section of the Act of 1829, the title of an Irish bishop would not come within the purview of the Act, because, the Irish Church having been disestablished, the designation would be one with which the law had nothing to do. The law could not object to the assumption of a title by the head of any religious society. The principle on which the Government acted was this: on the one hand they would not recognise any authority whatever in the persons calling themselves by such titles, but, on the other hand they would not inflict any penalty on a man for assuming a title which did not belong to the Established Church. But confusion might arise from two persons calling themselves by the same title, one being fictitious and the other having authority by law; and the assumption of the title in such a case would be both misleading and indecorous. No such difficulty could be created by the assumption of such a title as Archbishop of Westminster, and therefore the bill would apply only to the taking of such titles as did not clash with others.—Lord St. Leonards would withdraw his motion in the hope that in committee the bill might be so amended as to meet his views.—Lord Oranmore, while he altogether repudiated Ultramontane ideas, desired that every Roman Catholic should enjoy liberty and equality with all other subjects of the Queen. There were strong reasons for not passing this bill.—The Duke of Richmond said that in assenting to the second reading of this bill it was especially desired that the decision might not be construed as in any way offering homage to the Papal authority, nor as offering facilities for the government of the country being carried on under a Roman Catholic clergy. The bill would require very considerable amendment in committee.—The bill was read a second time.

The *Ecclesiastical Dilapidations Bill* was read a second time.

The *Mortgage Debenture Act* (1865) *Amendment Bill* was read a second time.

The *Railways* (*Powers and Construction*) *Bill* went through committee.

The *Bridgwater and Beverley Disfranchisement Bill.*—The Duke of Richmond and Lord Colchester censured the conduct of the Bridgwater Commissioners.—The Lord Chancellor did not think it necessary to take up the time of the House in defending the gentlemen who had undertaken the office of commissioners of inquiry at Bridgwater, because never was there a case so bad and so black as that of Bridgwater.—The bill was read a second time.

May 30.—The *High Court of Justice Bill.*—Committee.—The Lord Chancellor said that the judges, in the communication received from them, for which the bill had been postponed, had recommended that the rules should form part of the bill, but it was impossible to pass such a bulk through the Houses, numbering as the other House did 100 lawyers, by whom every rule would have to be discussed. That would be a mere waste of time. The bill originally proposed that the rules should be framed by the Court itself, but in deference to the objection that the judges had not the requisite time or leisure, he thought it best to entrust the work to a committee of the Privy Council, to include the Lord Chancellor, as the person charged with the duty of attending to measures for the amendment of the law, and the Chancellor of the Exchequer, who alone could properly determine the expenditure proper for achieving the work. It was never his intention to refer the question to those two officers alone, but he contemplated that they should have the assistance of many legal members of the Privy Council, and should continue to have the power of making and altering rules. The Lord Chief Justice, however, had strongly objected to this proposal as unconstitutional, urging that times might change and that it might be of the utmost importance to keep the independence of the courts wholly free from any influence of the Crown; Now, while seeing no cause for serious apprehension on this point, he proposed to get over the difficulty. The Lord Chief Justice had remarked that it would be very different if such a body were only to start rules, leaving afterwards to the Court complete power of modifying them, and this was what he now proposed. In the first instance the framing of the rules must be attended with considerable expense, and he proposed to entrust it to a committee of the Privy Council, consisting of the Lord Chancellor, the Chancellor of the Exchequer, the chiefs of the three Common Law Courts, the Judge of the Court of Probate, the Judge of the Court of Admiralty, and such other members as might be thought fit. The rules, it was provided, must necessarily be framed before the Courts came into operation, and this was fixed for Michaelmas Term, 1871. When once launched, the High Court would be able to add to or vary the rules, submitting such alterations to the Committee of the Privy Council, and of course laying them before Parliament. Moreover, to meet the wish of the Lord Chief Justice and other judges, that criminal business should be left as far as possible to the Court over which he so ably presided, he proposed so to amend the bill as to keep that high and ancient officer as president of one division, and to direct that as far as was consistent with the other provisions of the bill, criminal business should be allotted to that court over which the Lord Chief Justice should preside. The qualifying words were necessary on account of some matters, such as an indictment against a railway company for stopping up a road, being technically criminal, but really civil. He had received numerous applications expressing a desire that the bill should pass as speedily as possible, from mercantile bodies, from four or five large bodies of attorneys in the north, from the Metropolitan and Provincial Law Association, and from the Society for the Amendment of the Law; the resolution of this last body having been adopted at one of the largest meetings it had known, presided over by Mr. Mellish, an eminent member of the Common Law Bar. He hoped, therefore, that there would be no further delay.—Lord Cairns approved the alterations in the bill as far as they went, but doubted whether it would be wise to proceed with it this session. Parliament ought not to delegate to a committee of the Privy Council the framing of rules and principles which went to the root of all judicature. It would be impossible to put the Act into operation until a proper building was provided in which all the courts could sit.—Lord Westbury satirised the frequent changes in the bill, and recommended the Lord Chancellor to withdraw it, and to introduce into it the rules and regulations which he now proposed to refer to the Privy Council. The bill was not to come into operation until November, 1871, and if this advice were adopted there need be no delay. If the bill were passed he should have nothing to do with its further progress.—Lord Penzance said that it was beyond the competence of Parliament to deal with all these technical rules of procedure. Still he disapproved a reference in the second instance to the Privy Council; he would rather leave the judges to amend the rules according to their experience and the necessity of the case.—The Duke of Richmond hoped that if the Lord Chancellor refused to

withdraw the bill for the present session Lord Cairns would take the sense of the House against it on the third reading. —Lord Granville would not much care to sit and hear the law Lords displaying their ingenuity, and forensic skill in tearing to pieces these technical clauses.—Lord Salisbury said they ought not to delegate to a body over which they had no control, functions which touched so deeply the power of Parliament and the principles of the Constitution.—Lord Romilly, while approving the principle of the bill, agreed that it had better be postponed.—The Lord Chancellor said that the opposition given to this bill would not encourage the Government to originate its law bills in that House. He defended the bill. Not a single principle of it had been changed, and it would be a sheer waste of the strength of Parliament to introduce 400 or 500 clauses embodying the rules and procedure of the High Court of Justice. To postpone it till next session would be to postpone indefinitely a measure which the whole legal profession agreed in desiring.—Lord Cairns said he should oppose the third reading. The bill was framed on erroneous principles.—The bill passed through committee.

The *Sequestration Bill* passed through committee.

The *Mortgage Debenture Act* (1865) *Amendment Bill* passed through committee.

The *Railways (Powers and Construction) Bill* was read a first time and passed.

The *Irish Land Bill* was read a first time.

May 31.—The *New Lectionary.*—The Lord Chancellor presented a bill intended to give effect to the report of the Ritual Commission on this subject. The bill was read a first time.

The *High Court of Justice Bill.*—Lord Cairns gave notice that on the report of this bill as amended he should move a resolution, by way of amendment, staying its further progress.

The *Felony Bill.*—Lord Westbury moved the second reading. By a great number of statutes the Crown had been permitted to mitigate the operation of the penalty of forfeiture of property on conviction of treason or felony, by making grants for the benefit of the convict's family and other purposes. In minor cases it had long been the practice not to seize goods and chattels with a view of deriving any profits from them, but to deal with them in a merciful manner for the purpose of meeting the necessities of the convict's family. The bill proposed that henceforth such property should be vested in an administrator to be appointed by the Crown, and that it should first of all be liable to defray the costs of the prosecutor, if he had not been otherwise entirely reimbursed. It proposed that the property should next be liable for the payment of debts justly due by the convict at the time of his conviction, thus remedying the anomalous state of the law under which creditors, unless they had obtained judgment, were debarred payment, no matter how large the amount of personal property which the convict had forfeited. The bill next proposed that the administrator should be empowered to make compensation to a limited extent to any person defrauded or injured by the criminal act of the convict; and, lastly, that he should make allowances for the support of the convict, who might be at large under a ticket-of-leave, and for the support of his family. The administration would operate until the sentence pronounced, or any sentence substituted for it, had been fully completed, or until a pardon had been issued. During this period any property accruing to the convict would come within the possession and control of the administrator, who, on the expiration of the term, would be bound to restore to the convict all that remained of his property, and to give him a full account of his administration. There was a provision empowering the Court, in cases where the property was small, to appoint the administrator. The second clause directed that conviction for treason or felony should be attended with the forfeiture of any office, pension, public employment or emolument derived out of any public funds, and also with disqualification for any public employment under the Crown, whether naval, military, or civil, and for any ecclesiastical benefice. The disqualification would also extend to sitting in Parliament, and to any Parliamentary or municipal franchise. He thought their lordships would recognise the expediency of dealing with the property of felons in a systematic manner, and the bill, after undergoing the ordeal of a select committee in the other House, had received the approval of the Home Secretary. He proposed to defer the committee for a fortnight in order that the provisions of the bill might be fully considered. The Lord Chancellor said that the principle of the bill was one which all their lordships would approve, and that the select committee by whom its details had been scrutinised was so constituted as to entitle it to confidence. The bill was read a second time.

The *Norwich Voters Disfranchisement Bill* passed through committee.

The *Bridgwater and Beverley Disfranchisement Bill* passed through committee.

HOUSE OF COMMONS.

May 27.—*False Weights and Measures.*—Lord E. Cecil moved, "That this House is of opinion that the present state of the law as regards the use of false weights and measures, and the prevention and punishing of adulteration of food, drink, and drugs, is most unsatisfactory, and demands the early attention of her Majesty's Government."—Mr. T. Hughes seconded the motion, which, after some ventilation, was withdrawn.

The *Burials Bill.*—Committee.—In consequence of the lateness of the hour and the opposition to the bill, the debate was adjourned before the first clause had been considered.

The *Public Schools Bill.*—Adjourned debate again adjourned.

May 28.—*The New Law Courts.*—In answer to Alderman Lawrence, Mr. Ayrton said the plans were far advanced; they involved difficult questions and had taken more time than he expected. A plan should be produced by the time any vote was asked.

The Magistracy of Lancashire.—In reply to Mr. Cross, Mr. Gladstone said it had been felt that the mode of appointing magistrates in the county of Lancaster recently introduced had not been satisfactory, without attaching any blame to any party or any person in particular. In former times the magistrates of the county of Lancaster were appointed, like all other county magistrates, on the recommendation of the lord lieutenant of the county, only that the chancellor of the duchy discharged the same function on the part of the Crown as the Lord Chancellor discharged in the case of other counties. It had been arranged simply to return to that ancient practice.

Copyright Arrangements with America.—In reply to Mr. Macfie, Mr. Otway said that, as negotiations were still pending on the subject between her Majesty's Government and the Government of the United States, it was impossible now to state what the tenour of those arrangements would be. The question was difficult, and the Secretary of State desired to confer with certain eminent authors and publishers on the subject. The General International Copyright Act might be put in operation by the Crown by order in council in favour of any country which conceded reciprocal advantages to this country. A convention with the United States would be within the power given by that Act, and therefore would not necessitate further legislation on the subject.

The *Court of Appeal in Chancery.*—Mr. Winterbotham asked the Attorney-General whether his attention had been called to the state of the Court of Appeal in Chancery; and whether he was aware that there had been only one Lord Justice of Appeal since August last; that causes could be heard on appeal only by two Lords Justices sitting together, or by the Lord Chancellor; that the Lord Chancellor had sat only upon eleven days, or fragments of days, since the 23rd of March, and had in that time heard only one cause; that forty-seven causes were already waiting to be heard on appeal, and if he supposed that they would be heard before the long vacation, considering the present state of the Court of Appeal; whether his attention had been drawn to the fact that there being only one Lord Justice causes on appeal from the Vice-Chancellor of the Duchy of Lancaster could not be heard except by making the Chancellor of the Duchy, who was not a lawyer, one of the Judges of Appeal; whether he was aware that dissatisfaction was felt at motions being heard on appeal by one Lord Justice sitting alone; whether the Government intended at once to appoint another Lord Justice in the place of the late Lord Justice Selwyn; and by what prerogative the Crown abstained from filling up judicial posts created by statute.—The Attorney-General said that of course he was aware of the fact stated in the first question. In respect of the state-

ment that the Lord Chancellor had only sat eleven days or fragments of days since the 23rd of March, and in that time had only heard one cause, he had to observe that he had been informed that one cause was an exceptionally long one. He was aware that forty-seven causes were already waiting to be heard on appeal, but he believed they had been only entered four months ago—in February. He was informed by the Lord Chancellor that he intended to sit during the Whitsuntide recess, and that his Lordship expected all the appeals would be cleared off before the long vacation. There was some difficulty with respect to appeals from the Duchy of Lancaster; but those appeals were very rare. There had been only one for a long time, and that of itself would hardly justify the appointment of another judge, if there were not other reasons for such an appointment. He was asked whether he was aware that dissatisfaction was felt at motions being heard on appeal by one Lord Justice sitting alone. In reply, he had to say that he was not aware of such dissatisfaction. With regard to the inquiry as to whether the Government intended to appoint at once another Lord Justice in the place of the late Lord Justice Selwyn, he need not remind the House that two bills of a very important character were now pending in the House of Lords. If those bills should pass, the office to which the question of his hon. and learned friend related would be put an end to, or, at all events, be considerably changed. Under those circumstances, the Government would not feel justified in at once appointing another Lord Justice; but, in the event of such an appointment becoming necessary, it was not improbable that a short bill would be introduced to enable the Government to make an appointment of the kind for a limited period. To the last question he had to reply that it did not require a prerogative of the Crown to enable the Crown to dispense with the exercise of a prerogative.

The *Irish Land Bill* was read a third time and passed.

The *Stamp Duties Bill* was read a second time.

The *Game Licences Bill* was read a second time.

The *Married Women's Property Bill* was read a third time and passed.

May 31.—The *Benefices Bill* was read a third time and passed.

The House adjourned till June 9.

SOCIETIES AND INSTITUTIONS.

UNITED LAW CLERKS' SOCIETY.

The annual festival of this society was held on Friday evening, May 27th, at the Freemasons'-hall, Great Queen-street, when a goodly number of members—about 300—dined together under the presidency of Vice-Chancellor Sir W. M. James. The attendance of visitors was not so numerous as on some former occasions, but the company included Dr. Vaughan, the Master of the Temple, the Rev. F. F. Statham, the Hon. Mr. Romilly, Dr. Spinks, Q.C., Mr. Secondary Potter, Mr. J. N. Higgins, Mr. Butler Rigby, Mr. J. Edwards, Mr. F. A. Philbrick, Mr. W. M. Walters, Mr. J. S. Addison, Mr. J. G. Lewis, Mr. J. Watson, Mr. N. C. Milne, Dr. Stallard, Mr. Reep, Mr. Brodrick, Mr. Flood, &c.

After the health of "The Queen" and "The Prince and Princess of Wales" had been proposed in appropriate terms and cordially received,

The CHAIRMAN gave "The Army, Navy and Volunteers." He said that most of those whom he saw around him were men of peace, and if any members of either the army or navy were present he hoped they would pardon him for expressing a hope that there would be little opportunity for them to show of what sterling stuff they were made, and that those who had to perform the functions of legal advisers to the great powers would give to their clients the same advice which his friends present he knew were in the habit of giving to all who would take it, viz., to keep out of litigation, and especially of that kind in which the appeal was to wager of battle. He could not forget, however, that amongst their own ranks there were a great many volunteers; and, remembering the old story of the Quaker, who —though forbidden by his principles to engage in strife— when the vessel in which he was a passenger was attacked by a privateer, had no scruple in pushing one of the assailants overboard, with the words, "Thee has no business here," so he hoped the volunteers, though pre-eminently men of peace, would, if any hostile force ventured to break and enter into our soil, close and freehold, show that they had learned the maxim, "*Molliter manus imposuit*," and say, "Friends, you have no business here."

Mr. JOHN EDWARDS having suitably responded on behalf of the volunteers,

The CHAIRMAN rose to propose the toast of the evening—"Prosperity to the United Law Clerks' Society." It was said that every English Protestant of any means had a father confessor in his attorney or solicitor; and it was certainly true that to all branches of the profession the most important rights of property and the most important secrets of titles and families were necessarily confided. Few, except those who knew the inner working of the professional labours of solicitors, knew how much of that secret confidence was necessarily reposed in the humbler members of the profession—the law clerks, and how honourably and conscientiously that trust was fulfilled. (Cheers.) Those who filled the office such as he had the honour now to hold knew very well how much of the work of the profession was necessarily done by that class; work which was not done in the light of day—not before the footlights of the stage—not to listening senates or applauding audiences; but their labours were performed in the murky recesses of dark chambers and ill-lighted offices; and in such places they discharged those duties with an ability, zeal and conscientiousness which, personally, he was only too ready to acknowledge, and to which he had been personally greatly indebted. Unfortunately, however, it was a profession which, from the very nature of the case, was, at the very best, but slenderly remunerated, and too often but very inadequately paid. The means of the great number of law clerks are but scanty at the best, and they were exposed to double vicissitudes. Their own health might fail, their intellects might be overworked, or they might be suddenly cut off. And they were also exposed to the same vicissitudes which might occur to their employers, and then the clerks had to suffer, being thrown out upon the world, and very often finding great difficulty in obtaining a similar position to that which they had lost. These circumstances, some years ago, had struck a few good, active and enthusiastic men, who founded the Law Clerks' Society, a society which even now was but young, for it was his professional junior by one year, for he found that, whereas he was called to the bar in 1831, this society came into existence in the year 1832. It began with the efforts of a few enthusiastic men, who said to the clerks, Help yourselves and help will be found for you; and they also said to the employers—to barristers as well as to solicitors—to those to whom the lottery of life had assigned the higher prizes of the profession, Help these poor fellows to help themselves. Such was the appeal that was made on one side; and how successfully that appeal was made was shown by the report which had been handed round, and which was to be taken as read as part of the proceedings of the evening. He must say that he should wish it to be taken as read as part of his speech, for a more eloquent statement or a more powerful appeal on behalf of the society it was impossible to form than was contained in this simple, unpretending narrative of that which the society was, that which it had done, and that which it had now grown up to. He would therefore consider that he had read it to the meeting as part of his address, and, having done so, he might be allowed to say that he did not think it would do the society any harm if he let the meeting into what he conceived to be the great secret of its success. The founders and promoters of the society had applied to one of the strongest feelings which animated the English heart, even if it did not that of the whole of the human species, viz., the strong desire which everyone seemed to have to get a great deal more than their money's worth for their money. They said to the young men, We know it is very hard upon you, it will be an effort of self-denial to begin out of your small means making the necessary savings to entitle you to be a participating member of this society; but then, if you do make the effort, we will add another pound to your pound, and so you will really get twice your money's worth. That was certainly a great temptation to them. On the other hand, they said to the employers, Assist these clerks, for every pound you give them will lead to their giving a pound for themselves; so that if you subscribe you will get twice the benefit. Everything, therefore, told twice in that way, to say nothing of this further consideration, which he thought was a very strong one, that the employers after all got a great deal more than their money's worth, because they secured the services of a set of men who had

shown the prudence and self-denial which these men must have shown in order to obtain for themselves the benefits of this society. How well this motive might now be presented was shown by the present state of the finances. To any young men who might be hesitating whether or no they should join, he would say, Look here, there are £40,000 and upwards in hand to secure your full share of benefit for anything which you subscribe; and, on the other hand, to those who are asked to contribute in the way of donations or subscriptions to this most excellent society, it might be said, In return for what has been given, the young men have themselves subscribed during the last year more than £2,000. There was an old French proverb which said there is nothing that succeeds like success; and he hoped that the present amount of success was only the omen of the still greater prosperity of the society; in future that the donations would stimulate the subscriptions, and that the subscriptions in their turn would stimulate the donations, until perhaps it would not be unreasonable for him to hope that after the lapse of some thirty years more, somebody who had then arrived at his position, having now just been called to the bar, might then fill the chair and say, looking back to the present day. Those were the days of the society's infancy, since then see what we have grown into. He hoped that such would be the result of the past and present efforts, and before sitting down he would only take leave to say, that though he was a little disappointed at finding that his friend, the Master of the Rolls, who had promised to attend, was not able to be present, still he had sent him a note expressing his regret, and asking him to present on his behalf an additional donation of ten guineas to the fund.

Mr. Joseph Addison proposed the next toast, "The Lord Chancellor and Patrons of the Society." He said that on looking over the list of patrons he found amongst them the names of the Lord Chancellor and Lord Chelmsford, and he was quite sure that not only in no assembly of lawyers, but in no assembly of Englishmen, would such names be received in any but the most cordial manner. The Lord Chancellor was known to them all; his high legal attainments and the dignity and kindness of his manner had endeared him to every member of the profession, for not even a lawyer's clerk could go before him who was not treated with kindliness and respect. Lord Chelmsford also, whether as a sailor, a barrister, leader of the bar, senator, Lord Chancellor, or as a member of the highest assembly in the realm, had gained the respect and esteem of everyone with whom he came in contact. He thought the society had a right to be proud of two such patrons, who, notwithstanding the differences of their views in politics and in many other matters, met together to forward the interests of the Law Clerks' Society.

Dr. Spinks, being called upon to respond, said he also had looked at the list of patrons, but had not found himself much assisted thereby, inasmuch as he was not able to picture to himself what were the feelings of a Lord Chancellor or a past Lord Chancellor? However, he apprehended the health of these high legal luminaries was proposed not because of their exalted station, but as being patrons of the society, and if he ever should attain to the same distinction he should consider it one of the proudest positions he could hold, because it would show that he had won the respect of every member of the profession to which he belonged; and having attained such a position he should consider it no more than his duty to lend what aid his name could afford to a society so well worthy of assistance. He must still, however, say that the true patronage of the society was in the hearts of its members. Any who were not already members he would urge to become so, and would ask them to bear in mind that the greatest benefit they would thereby derive was not merely the obtaining two pounds for one, but the peace of mind which ensued upon making provision for the day of sorrow, and which alone could enable a man to do his duty faithfully and fearlessly in whatever sphere he was placed.

The list of donations, amounting on the whole to about £300, was here read by the secretary, Mr. Rogers, amidst repeated marks of approbation from the audience.

Mr. J. Napier Higgins proposed the health of the chairman, not as a new friend of the society, but as an old benefactor. He would not attempt to make a speech, but on behalf of the members of the society with which he had for some years been identified he might express their gratitude for the dignified manner in which the duties of the Chairman had been discharged. He would not attempt to describe what he had done for the society, but he might be permitted as a member of the bar to say that there was no one who had not a good word for him, when he was raised from the ranks to the elevated position which he now held, and although he had now reached the bench, and a marked line was thus drawn between him and his ancient fellows, he had not forgotten the body of men of whom he had spoken so feelingly that evening. He was sorry that he was not supported by more members of the bar, but he knew that many had taken advantage of next day being a holiday to go out of town.

The Chairman, in responding, said it would be very pleasing to him if anything he could do or say was of any permanent or practical benefit to the society in whose cause they were assembled, and in acceding to the request which had been made to him to preside on that occasion he had felt it to be one of the duties attached to the position to which he had by good fortune attained, to do all that lay in his power to assist the humbler and more struggling members of the profession. As to the broad line of demarcation which Mr. Higgins had spoken of, he must say he was not aware of its existence, for he still considered himself a member of the English bar, whose duty it was to perform the functions connected with the administration of justice, though he now sat on the other side of the well to that which he formerly occupied.

Dr. Vaughan, in proposing "The Bench, the Bar, and the Profession," said he was happy to think that the days were not yet come when an English clergyman was out of place in an assembly of lawyers, and he did not believe that any of the perils with which his church was now-a-days threatened would alter her position so long as she did her duty in the hearts and affections of Englishmen. It had been his good fortune, during the course of his career, to have been acquainted with judges, barristers, and solicitors, and he could say with truth that as the bench was the dream of his childhood, and as the bar was the ambition of his youth, so in his later days he counted it a great boon to be brought back to minister in another sphere amongst those honoured men in whose ranks he had once expected his own name would have been enrolled. He could scarcely imagine any one less worthy to give the toast with which his name had been associated unless it were from the deep reverence with which he regarded the one, and the admiration which he had ever felt for the oratory of the other, and the deep esteem which in many parts of the country he had had to foster for many of the solicitors and attorneys of England. He had often heard it said, by one of the most distinguished men of the bench, that judges felt they had to rely upon the bar for a large part of the efficiency with which they were able to discharge their duties, and in the same way he believed the bar were always ready to acknowledge the assistance which they received from the solicitors; and he might also go a step further and say there was probably not a solicitor in the room who would not acknowledge that he was under a deep obligation to his responsible clerks—that branch of the profession which was one grade above that to which he counted it a great privilege to be permitted to minister; and he might venture to say that amongst some of those junior clerks he found abilities and good qualities which might eventually raise them to a position in which they would adorn the bar if not the bench.

Mr. F. A. Philbrick, who was called upon to acknowthe toast, said he fully concurred in the truth of what had fallen from Dr. Vaughan, that the profession of the law always had in itself the germs of education for all its branches. He might illustrate this by reference to his own experience, when in times gone by, as a law clerk, he had sat up late to engross a deed or copy a brief, and he could well understand, from old association and from his intimate connection with those who formed the bulk of the assembly which he had the honour of addressing, that deep sense of honour, that strong fidelity, and that unswerving love of truth which characterised the profession as a whole, and which he believed permeated every branch.

The health of "The Hon. Stewards" was afterwards proposed by Mr. Butler Rigby, and acknowledged by Mr. Wm. Walters. Dr. Stallard proposed "The Trustees," and the Rev. F. F. Statham proposed "The Ladies," which concluded the proceedings.

The musical arrangements, under the direction of Mr. Chaplin Henry, gave great and general satisfaction.

JURIDICAL SOCIETY.

The next meeting will be held on Wednesday, the 8th of June, 1870, at 8 p.m., precisely, when Mr. F. Worsley will open a discussion on "The Liability for Accidents of Masters, including Railway Companies." Mr. Charles Clark will preside.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held on Tuesday last, the 31st of May, Mr. L. Hunter in the chair, the question for discussion was No. 455 Legal:—"Is a solicitor mortgagee, who acts for himself in a redemption suit, entitled to costs, beyond those out of pocket?" *Price* v. *McBeth*, 12 W. R. 818, 33 L. J. Ch. 460; *Sclater* v. *Cottam*, 5 W. R. 744. Mr. Galloway opened the debate in the affirmative, and Mr. A. G. Harvie, in the negative; and after a well-sustained discussion the society decided the question in the affirmative.*

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Trinity Term, 1870.

The final examination of candidates took place on the 30th and 31st of May, at the Hall of the Incorporated Law Society, Chancery-lane, London.

The examiners were the Master Benett, of the Court of Common Pleas, Mr. Frederic Ouvry, Mr. John Henry Bolton, Mr. Edward Frederick Burton, and Mr. John Young.

QUESTIONS.

I.—Common and Statute Law and Practice of the Courts.

1. On what contracts is an infant liable; and is a father liable on contracts of his infant son, under any, and if any, what circumstances?

2. Explain the difference between penalties and liquidated damages?

3. What is a tender? How should it be made, and what is the effect of encumbering it with any conditions or reservations?

4. Under what circumstances is interest recoverable on a debt?

5. A married woman is entitled to money secured to her by a bond; who is entitled to the money in the event of the death of either the husband in the lifetime of the wife, or of the wife in the lifetime of the husband, before the debt is paid?

6. Is it necessary to call the attesting witness (if any) to prove the execution of a deed or written instrument, under any, and if any, what circumstances?

7. What is a set-off; and give instances in which cross demands can, and cannot, be set-off against each other?

8. What are the limits of the jurisdiction of the county courts, and what are the amounts which the plaintiff must recover in actions founded on contract, and on tort respectively, to entitle him to his costs if he sue in the superior court?

9. When several actions are brought by the same plaintiff against several defendants in respect of the same cause of action (as, for instance, against several underwriters on a policy of insurance), how can the defendants avoid the expense of several trials of the same question?

10. What is the meaning of "the venue," and explain the different kinds of venue.

11. How long does a writ of summons remain in force; and how is it kept in force if it cannot be served within the time; and within what time is a plaintiff out of court, if he takes no further step after the service of the writ?

12. A. obtains a judgment against B., to whom C. is indebted. Is there any mode in which A. can get C.'s debt to B. applied in or towards payment of the amount of his judgment against B.? and if so, explain the proceeding.

13. What steps should be taken to enforce payment of money under an order for payment made by a judge, or master at chambers?

14. If a person is sued for £50 of which he admits that he owes £30, but did not tender it before action, what steps should he take to avoid further liability for costs in the event of the plaintiff recovering no more than the £30?

15. Describe the proceeding to be taken for the protection of a person having money or goods in his possession, in which he has no interest, but which two or more other persons separately claim from him.

II.—Conveyancing.

1. State the ordinary trusts of a marriage settlement, the gentleman settling £10,000, the lady £5,000.

2. To what extent may a vendor, selling by auction, bid, or authorise biddings to be made on his behalf?

3. For what period of time may real estate be settled so as to be inalienable?

4. Can a married woman dispose of her reversionary interest in personal estate, and if she can, how is she so empowered, and by what means?

5. Can trustees or executors, in the absence of any power for the purpose in the instrument creating the trust, invest the trust funds in real securities in any part of the United Kingdom?

6. In the case of a sale by trustees, under a power with the consent of the tenant for life of the property, what are the covenants that the trustees and tenant for life may respectively be required to enter into?

7. When a legacy is left to an infant, and there is no trustee of the will, how should the executor deal with such legacy?

8. Where a mortgagor is in the occupation of the property intended to be mortgaged, how should the payment of interest be secured to the mortgagee, beyond the covenant of the mortgagor?

9. What are easements? Specify some.

10. You have to sell a leasehold house by auction,—state shortly the usual conditions of sale.

11. Can an infant in any case convey land, and if so, in what way?

12. A gentleman has several children, all infants, the eldest of whom is of weak mind. The gentleman and his wife have power to appoint by deed their marriage settlement funds, amounting to £20,000 to all, or any one, or more, exclusively of the others of their children, the husband, or wife surviving having a like power of appointment by deed or will. The gentleman has £12,000 of his own, and desires to make some provision for the eldest child. How would you advise him to do this, having regard to the child's state of mind?

13. In the case of a bequest of a sum of money to the heirs of a person; who will be entitled, there being nothing explanatory in the context of the will?

14. Define a shifting use.

15. State the principal incidents of copyhold tenure.

III.—Equity and Practice of the Courts.

1. How did it happen that equity became administered separately upon principles and rules, some of which conflict with those of the common law? and what does the word equity in legal phrase import?

2. What are the courts in which equity is now administered, and what appeals lie from them respectively?

3. Within what limit of time can a cestui que trust claim a trust fund or arrears of dividends from his trustee?

4. In mortgages of real estate, is a mortgagee entitled to be repaid his mortgage money primarily out of the personal estate of a deceased mortgagor, or how otherwise: has there not been some change in the law in this respect?

5. If a mortgagee allows the mortgagor through ignorance or negligence to retain in his hands the title deeds of the property in mortgage, can such mortgagee enforce the priority of his security to a subsequent incumbrancer of the same property without notice?

6. Can a plaintiff, suitor in England, carry on proceedings for the same objects in both common law and equity courts, with any and what exception; and can the doctrine of election be forced upon him by a defendant, and what does the word election mean?

7. What approach has been made by the Legislature during the present reign to endow courts of equity with common law powers; and also the common law courts with powers exercised only theretofore in equity, with a view of promoting an amalgamation of the two systems?

* We believe that *in practice* the taxing-masters decide the question in the affirmative; and we think that it is more the interest of the mortgagor that this should be so, than that the mortgagee should take the mortgage in the name of a third person.—Ed. S. J.

8. State some of the most striking differences from the common law that exist in our equitable system with regard to the rights of property of married women, and the protection afforded them by courts of equity. State also some of the advantages possessed by equity over the common law by bringing suits for the specific performance of contracts, and for discovery and other ordinary transactions.

9. On the other hand, are there not cases where courts of equity can afford no relief? What are they?

10. What are the three principal objects of relief to which courts of equity apply themselves by granting injunctions against proceedings in courts of law?

11. But equity is said to follow the law. Does it not sometimes go beyond the law, as in the case of trusts executory? What are they?

12. What is the rule of succession to real and personal property: is the first governed by the domicile of the last owner, or by the law of the country where the property is situate; and is the second affected by it, not being within the four seas?

13. What is the law that governs contracts? and as a general rule, can a contract that is void by the law of the country where it is made be enforced here?

14. Give an outline of the steps from the filing of a bill in chancery to perpetuate testimony to the end of the proceedings by a suitor claiming, and proving himself to be entitled on the happening of any future event, to any honour, title, or estate, when the right cannot be brought to trial before the happening of such event, and how is the defendant to obtain his costs of such a suit? Is any decree made in such a case?

15. What is a motion for decree, when may it be made, and to whom?

IV.—Bankruptcy and Practice of the Courts.

1. Are stock brokers, farmers and graziers liable to be made bankrupts as traders or non-traders?

2. State the principal matters in regard to which the bankrupt laws affect differently traders and non-traders.

3. What are the matters to be transacted at the first meeting?

4. Can a creditor, holding security, be a petitioning creditor, and can he vote on the choice of trustee?

5. How will the rights of the grantee, under a bill of sale, be affected by the bankruptcy of the grantor, and by the omission to register; and will it make any difference if the grantor be not a trader; or if the grantee have removed the goods before the bankruptcy?

6. If the manufactory of the bankrupt be mortgaged, what are the rights of the trustee as regards trade fixtures, and fixed machinery?

7. Can a proof be made against a bankrupt's estate for unliquidated damages in any and what cases?

8. What is stoppage in transitu; and under what circumstances may it be resorted to?

9. What are the principal acts of a bankrupt which constitute misdemeanours, or felony?

10. By what means, other than bankruptcy, can a debtor obtain a discharge from his debts?

11. What is the position of an equitable mortgagee of the bankrupt's real estate as regards the realisation of his security?

12. On the bankruptcy of a firm, how is the property of the partnership, and of the individual partners administered

13. In what position does the landlord of the bankrup stand, as regards his claim for rent?

14. Within what time must the act of bankruptcy on which an adjudication is founded have been committed?

15. What are the provisions of the recent act, as regards the leaseholds, or onerous contracts, or property of the bankrupt?

V.—Criminal Law and Proceedings before Magistrates.

1. If a person unlawfully and maliciously destroys or injures a statue, bust, vase, or other work of art in any museum, or library, or in any building belonging to any university or college, what is the nature of the offence committed, and how is it punishable?

2. In an indictment, or summary proceeding for a malicious injury to property, is proof of malice against the owner of the property essential?

3. What is the rule of law with regard to inferring a guilty intention in the parties accused?

4. What is the definition of a principal in the first degree?

5. If a married woman commit a crime in the presence of her husband is she liable to be punished?

6. Can the wife of a member of a friendly society be convicted if she steal the money of the society deposited in a box in her husband's custody, which box is kept locked by the stewards, of whom he is not one?

7. Is compounding a mere charge of felony illegal?

8. What proof is requisite in order to excuse a person from punishment on the ground of insanity?

9. What is the legal distinction between murder and manslaughter?

10. What is the evidence necessary to sustain an indictment for burglary?

11. Is an unstamped receipt admissible in evidence to prove a criminal charge?

12. What is the ordinary evidence required to prove guilty knowledge in uttering a forged instrument?

13. On an indictment and conviction for arson, does the punishment differ in the cases of the premises being inhabited or not?

14. What description of false representation constitutes the offence of obtaining money or chattels by false pretences?

15. Under what circumstances is the receipt of stolen goods punishable?

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR HILARY TERM, 1870.

I.—Common and Statute Law and Practice of the Courts.

(By E. A. C. Schalch, Barrister-at-Law.)

1. An infant is liable only on his contracts for necessaries; a father is never liable on the contracts of his infant son by reason of the relationship between them. A father may, of course, authorise his son whether under age or of full age to contract for him, and then the contract is the father's and not the son's. The father is then liable as principal in the same way that he would be liable if he had authorised any other agent to contract for him.

2. When the parties to a contract agree that a certain sum shall be paid on a breach of the contract by the person breaking it, and it appears that the amount thus specified is really intended as ascertained damages for the purpose of avoiding the necessity of deciding after the breach, the real amount due as damages for the breach, the damages are called liquidated damages, and the party guilty of the breach is liable to pay the amount thus fixed.

If, however, the sum agreed upon is a mere penalty to be inflicted as a kind of punishment upon the person breaking the agreement, and the amount of the sum has no reference to the amount of the actual damage caused or likely to be caused by the breach, then the damages are regarded as a penalty, and the party guilty of the breach is not liable to pay the amount so fixed, but is only bound to pay damages to the amount of the damage actually caused by his breach of contract. In other words the Courts allow parties to fix beforehand the amount of damages that are to be paid for a breach of contract, but they will not enforce a penalty. A bond in the ordinary form by which in effect the obligor binds himself to pay a sum of money on a given day under a penalty of double the amount is a good instance of a penalty. Such penalty cannot be enforced. A clause in a lease, by which the lessee agrees not to use the premises in a particular way, but if he does so use them to pay an additional rent, is an instance of liquidated damages which can be recovered.

3. A tender is an offer by a debtor to his creditor on the day the debt falls due of the amount of the debt. The actual sum due should be offered in coin or in Bank of England notes. Generally the effect of encumbering a tender with conditions or reservations is to render it void as a tender.

4. Interest may be recovered by statute or at common law. By 3 & 4 Will. 4, c. 42, s. 28, a jury, if they shall think fit, may (1) give interest on all debts payable by virtue of a writing at a certain time; (2), or if the debt is payable otherwise then from the time when demand of payment shall have been made in writing so as such demand shall give notice to the debtor that interest will be claimed from the date of such demand until the time of payment. By section 29 the jury may, if they think fit, give damages in the nature of interest in all actions on policies of assurance. At common law interest is recoverable by the usage of trade, as on bills or notes;

also interest is recoverable on bonds and on mortgages, and when there is an express or implied contract between the parties that interest is to be paid.

5. If the husband dies in the lifetime of the wife, she becomes absolutely entitled to the moneys which were never vested in the husband, as it always remained a *chose in action* which he did not reduce into possession. If the wife dies first, the husband takes the money absolutely as the administrator of his wife.

6. It used formerly to be necessary to call the attesting witness (if any) to a deed in order to prove it, whether or not the deed required attestation. The Common Law Procedure Act, 1854, s. 28, now provides: "It shall not be necessary to prove by the attesting witness any instrument to the validity of which attestation is not requisite; and such instrument may be proved by admission or otherwise as if there had been no attesting witness." It is, however, still necessary to call the attesting witness when the instrument is one to the validity of which attestation is requisite.

7. A set-off is a debt or liquidated sum due from a plaintiff to a defendant which the defendant is able to set up as a defence to a claim for a debt or liquidated demand by the plaintiff against the defendant, under 2 Geo. 2, c. 22 and 8 Geo. 2, c. 24. For instance, if a plaintiff sues a defendant for a debt of £100, and the plaintiff at the same time owes £100 to the defendant, the defendant can set up this debt due to him as a defence to the action. A set-off must consist of a liquidated sum due from the plaintiff to the defendant, and can only be set up in an action for a liquidated sum of money. There can, therefore, be no set-off in actions for unliquidated damages as in actions of tort, or for breach of a contract other than a contract to pay money.

8. I assume that this question has reference to the common law jurisdiction of county courts. Under this head county courts have jurisdiction over all actions where the plaintiff does not seek to recover more than £50, except actions for malicious prosecution, defamation, seduction, breach of promise of marriage, and actions in which the title to any corporeal or incorporeal hereditaments shall come in question when the value of the land or hereditaments in dispute shall exceed the annual value of £20, or in the case of easements or licences when the value of the lands or hereditaments in respect of which the easement or licence is claimed, shall exceed the value of £20 per annum. And except also actions in which the validity of any devise, bequest, or limitation is in dispute. County courts have under the County Courts Act, 1867, jurisdiction in ejectment where the value of the land sought to be recovered does not exceed the annual value of £20. Any county court has jurisdiction to try any action that may be brought in any court of common law if both parties so agree in in writing. The amount necessary to entitle a plaintiff suing in a superior court to costs depends on section 5 of the County Courts Act, 1867 (30 & 31 Vict. c. 142), which enacts that "if in any action. . . in any superior court the plaintiff shall recover a sum not exceeding £20 if the action is founded on contract or £10 if founded on tort. . . he shall not be entitled to any costs of suit unless the judge certify on the record that there was sufficient reason for bringing such action in such superior court, or unless the court or a judge at chambers shall by rule or order allow such costs."

Besides their common law jurisdiction county courts have an equity jurisdiction, an admiralty jurisdiction, and also jurisdiction in many miscellaneous matters.

9. The defendants in such a case can obtain an order staying the proceedings in all the actions but one, the defendants undertaking to be bound by the verdict in such action and to pay the amount of their several subscriptions and costs if the plaintiff should recover.

10. The venue is the county stated in the margin of a declaration. Every declaration must have this statement in the margin. Its substantial use is to inform the defendant where the plaintiff proposes to try the cause.

The venue is local or transitory. It is called local when the cause must be tried (and, therefore, so stated in the margin of the declaration) where the cause of action arose, as, for instance, in trespass *quare clausum fregit*. In these actions the plaintiff has no choice as to place where he will lay the venue. The venue is called transitory when the cause may be tried wherever the plaintiff likes, as in actions for breach of contract. In these cases the plaintiff puts any venue he likes in the margin. The Court has, however, always power to change the venue. The venue in the great majority of actions is transitory.

11. An ordinary writ of summons remains in force for six months. If it is not served within the six months it may be renewed at any time before its expiration for six months from the date of such renewal, and so from time to time during the currency of the renewed writ, by being marked with a seal by the proper officer, such seal bearing the date of such renewal. By the Common Law Procedure Act, 1852, s. 58, "A plaintiff shall be deemed out of court unless he declare within one year after the writ of summons is returnable."

12. Yes. A. can attach the debt due to B. by C. under sections 60—7 of the Common Law Procedure Act, 1854. Under these sections A. can obtain a judge's order upon C. (there called the garnishee) requiring him to pay to A. the amount of the debt due by C. to B. If C.'s debt is larger than the judgment debt, then C. is only called upon to pay an amount equal to the judgment debt. If C. does not pay after a judge's order requiring him to do so a judge may order execution to issue against C. for the amount of the debt. If C. disputes his liability to B., A. may proceed against C. by writ calling upon C. to show cause why there should not be execution against C. for the alleged debt (s. 64).

13. The order should be made a rule of court, which may be done as of course, and then execution may be issued on such rule under 1 & 2 Vict. c. 110, s. 18.

14. He should pay the £30 into court and should only defend the action as to the remaining £20. If he does so and the plaintiff accepts the money in satisfaction of the claim the plaintiff will be entitled to costs. If the plaintiff reply that the payment into court is not sufficient and goes to trial, and the defendant succeeds on this issue at the trial, the defendant will then be entitled to the costs of the action subsequent to his plea of payment into court.

15. The proceeding is called "interpleading." The person in possession can obtain a judge's order requiring the two claimants to decide the question between them and to relieve him from any liability in the matter. The application for this order cannot be made until after an action has been commenced against the person in possession by one of the claimants and after the declaration has been delivered. The application should be made before plea pleaded. The application should be made at chambers on affidavits. If the claimant does not appear an order may be made barring his claim. If the claimant persists in his claim he will be made defendant in lieu of the original defendant or an issue will be ordered or the claims disposed of in a summary manner at chambers. When a person claims from a sheriff goods seized by the sheriff in execution, the sheriff may obtain an interpleader order, although no action has been commenced against him.

II.—Conveyancing.

1. The £10.000 would be settled in trust—
   (1) For the husband for life, and subject thereto
   (2) For the wife for life, and subject thereto
   (3) For the children of the marriage, as husband and wife or survivor should appoint, and in default of appointment
   (4) In trust for sons who attain the age of twenty-one, and daughters who attain that age or marry; and in default of children.
   (5) In trust for the husband absolutely.

   The £5,000 would be settled in trust—
   (1) In the wife for her separate use without power of anticipation during her life, with remainder
   (2) To the husband for his life.

   The trusts in favour of the children could be similar to those of the £10,000, but the ultimate trust in default of children would be for the wife absolutely if she should survive her husband, but if not, then as she should appoint, and in default of appointment for the persons who would have been entitled thereto if she had died possessed thereof intestate, and without having been married.

2. By 30 & 31 Vict. c. 48, s. 6, where any sale by auction of land is declared either in the particulars or conditions of sale to be subject to a right for the seller to bid, it shall be lawful for the seller, or any one person on his behalf, to bid at such auction in such manner as he may think proper.

The above Act applies only to sales of land. With regard to other cases, the rule is as laid down in Dart's Ven. & Pur. 125—6, that unless the property be expressly or im-

pliedly offered for sale without reserve, the employment of a bidder to prevent its going at an undervalue is allowable in equity; but the rule is not so extended as to authorise the employment of more bidders than one, even although they are limited to the same sum; nor even of a single bidder for the purpose of enhancing the price indefinitely.

3. For life or lives in being, and twenty-one years afterwards, allowing an additional period for gestation, should gestation exist, and also for the minority of any person who may be entitled, for the period of twenty-one years is independent of the minority of any person concerned.

4. Yes, by the statute 20 & 21 Vict. c. 57 (commonly called Malins' Act), the assignment must be made by deed acknowledged, according to section 2 of that Act.

A married woman cannot, however, dispose of a reversionary interest in cases where she is forbidden to do so under the deed by which she becomes entitled thereto (section 1), nor in cases where she becomes entitled thereto under her marriage settlement (section 4).

5. Yes, by 22 & 23 Vict. c. 35, s. 32, unless they are forbidden to do so by the instrument creating the trust.

6. The trustees will covenant, each for himself, that he has done nothing to prevent his exercising the powers of sale and appointment to the purchaser, or to incumber the property.

The tenant for life will covenant—

(1) That he and the trustees have right to consent and appoint:
(2) For quiet enjoyment:
(3) For freedom from incumbrances:
(4) For further assurance:

Concluding with a proviso that, as respects the reversion or remainder expectant on the life estate of the tenant for life, and the title to and further assurance of the premises after his decease, his covenants shall not extend to the acts, deeds, or defaults of any person or persons other than himself and his own heirs, and persons claiming through or in trust for him or them (Davidson, vol. 2, pp. 234—237).

7. By statute 23 & 24 Vict. c. 145, s. 26, in all cases where any property is held by trustees in trust for an infant, either absolutely or contingently, they may at their sole discretion pay to his guardian, or otherwise apply for his maintenance and education, the whole or any part of the income of the property, and they shall accumulate the residue of such income, by way of compound interest, for the benefit of the person who shall be ultimately entitled to the property, unless it appears to them expedient to apply such accumulations as if the same were part of the income arising in the then current year.

By section 34 this enactment extends only to persons acting under a deed and will executed after the passing of the Act (Aug. 28, 1860).

Or the executor may pay the legacy into court under statute 36 Geo. 3, c. 52, s. 32 (see Wms. on Executors, 6th ed. pp. 1299, 1306).

8. By the grant of a power of distress to the mortgagor (see the forms in Davidson, vol. i. pp. 258—9). A mortgagee in possession is also not unfrequently required to attorn tenant to the mortgagee at a fixed rent (Davidson, vol. i. p. 273), and thus to confer on him a right to distrain so long as the actual tenancy subsists; but a power of distress (Mr. Davidson thinks) is probably a better protection to a mortgagee than an attornment (see *Walker* v. *Giles*, 6 C. B. 662; Davidson, vol. 1, pp. 258—9, n. *b*).

9. An easement may be defined to be a privilege without profit, which the owner of one neighbouring tenement hath of another, existing in respect of their several tenements, by which the servient owner is obliged "*to suffer or not to do*" something on his own land for the advantage of the dominant owner (Gale on Easements, 4th ed. p. 5).

The following are instances of easements, among many others which might be mentioned:—

(1) A right of way.
(2) A right of passage for water.
(3) A right to the enjoyment of light and air.

10. The conditions of sale would include the following:—

"The tenant's fixtures upon the property shall be paid for by the purchasers at a valuation; and the decision as to what are tenant's fixtures and the valuation aforesaid shall be made by two persons, one to be named by the vendor and the other by the purchaser or by an umpire appointed by the valuers.

"The title shall commence with the lease (or underlease) under which the vendor holds."

See the conditions of sale in the case of leaseholds set out at full length in Davidson, vol. i. pp. 563—9. Most of these are identical with the conditions which would be required at a sale of freeholds.

11. Yes. With the sanction of the Court of Chancery in the following cases:—

By 11 Geo. 4, and 1 Will. 4, c. 47, s. 11, where any suit has been instituted in a court of equity for payment of debts of persons deceased to which their heirs or devisees may be subject, and the Court of Equity shall decree the estates to be sold for satisfaction of such debts, and the heir or devisee be an infant, the Court of Chancery may compel the infant heirs or devisees to convey the estates to the purchaser or purchasers thereof (see also 2 & 3 Vict. c. 60, and Wms. on Real Prop. 8th ed. p. 64).

The principal statute passed of late with reference to conveyances by infants is the Infants' Settlement Act, 18 & 19 Vict. c. 43, by which every infant, not under 20 if a male, and not under 17 if a female, is empowered to make a valid or binding settlement on his or her marriage, with the sanction of the Court of Chancery.

12. The provision for the eldest child should be made out of the £12,000 which the father has of his own. He could assign the money, or so much of it as he might think sufficient, to trustees, with ample discretionary powers.

13. In the case of *Gamboa's Trusts*, 7 W. R. Ch. Dig. 101, 4 K. & J. 756, it was held that under a bequest "To the heirs of my late partner Henry Brooke, Esq., the sum of £600 for losses sustained during the time that the business of the house was under my sole control," the persons entitled *ab intestato* under the Statute of Distributions, and not the heir at law of Henry Brooke, were entitled.

Had the bequest been "To the heirs of my late partner" simply, Vice-Chancellor Wood said that he should not have been so clear upon the point.

It would seem, then, that if there be nothing explanatory in the context of the will, the point must be considered doubtful.

14. Springing or shifting uses are executory interests created under the Statute of Uses. Executory interests are future estates which arise independently of any prior estates which may be subsisting (Wms. on Real Prop., 8th ed., pp. 278, 279).

15. The principal incidents of copyhold tenure are as follows:—

(1) The lord is actually seised of all the copyhold lands of his manor.
(2) The lord has a right to mines and timber.
(3) If a copyholder should grant a lease of his copyhold lands beyond the term of a year, without his lord's consent, such a lease would be a cause of forfeiture to the lord, unless it were authorised by a special custom of the manor.
(4) Nor can a copyholder commit waste, either voluntary or permissive.

(Wms. on Real Prop., 8th ed., pp. 340—342.)

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

1. Because the common law courts fell short in the performance of their judicial duties; and this in two ways:—

(1) The plaintiff had to determine within what class of wrong his case fell, and to select the writ appropriate to the class in question. He was then exposed to the risk of selecting an improper writ, and failing in this action on that account, though the facts were such as to bring the case of wrong within some one of the classes recognised as remediable at common law.

(2) The wrong might not fall distinctly within any of the ascertained common law classes.

Thus, those who suffered wrongs for which the common law afforded no redress, or inadequate redress, applied either to the King in Parliament or to the King in Council, who referred these matters to the Chancellor. This was the origin of equity jurisprudence.

Equity, in legal phrase, is that portion of justice which the common law courts omitted to enforce; an omission which was supplied by the Court of Chancery (Haynes on Eq., pp. 7—13).

2. The Court of Appeal in Chancery, consisting of the Lord Chancellor, or Lord Justice, or both sitting together; the courts of the three Vice-Chancellors, and of the Master of Rolls.

From the Court of Appeal in Chancery an appeal lies to the House of Lords.

From the Courts of the Vice-Chancellors and of the Master of the Rolls an appeal lies either to the Court of Appeal in Chancery or to the House of Lords.

There is also a court of equity for the county Palatine of Lancashire, from which there is an appeal to the Court of Appeal in Chancery.

The county courts also administer equity under statute 28 & 29 Vict. c. 99. An appeal lies from the county courts sitting as equity courts to one of the Vice-Chancellors.

3. There is no limit of time after which a *cestui que trust*, so long as he retains that relation, is barred from claiming a trust fund or arrears of dividends from his trustee (Smith's Manual of Equity, p. 139).

4. By Locke King's Act, 17 & 18 Vict. c. 113, passed in the year 1854, the mortgaged estate is primarily liable to the payment of the mortgaged debt, unless the deceased mortgagor, by will, deed, or other document, shall have expressed an intention to the contrary. Before that Act, the general rule was, that the general personal estate of the mortgagor was primarily liable to the payment of the mortgage debt (see Smith's Manual of Equity, pp. 262—266).

5. No, he cannot (Sm. Man. Eq. pp. 290, 291, and cases there cited).

6. The Court will not permit a man to proceed both at law and in equity at the same time in respect of the same demand, but will compel him to elect in which court he will proceed.

If, however, the proceeding at law is ancillary to that in equity, the Court may allow the action to proceed, retaining the bill in the meantime (Cons. Ord. xlii. rules 5—8; Kerr on Injunctions, 103, and cases there cited).

Election is defined in Mr. Smith's Manual of Equity, p. 350, as "the choosing between two rights by a person who derives one of them under an instrument in which a clear intention appears that he should not enjoy both."

This, however, is a different kind of election from that above alluded to, which is the choosing between two modes of procedure by a person who is not permitted to avail himself of both at the same time.

7. By the 62nd section of the Chancery Procedure Act of 1852, 15 & 16 Vict. c. 86, power is given to the Court of Chancery to try legal rights between the parties to a suit in which the title to the equitable relief sought depends upon the disputed legal right. This permissive enactment has been made compulsory in a more extended form by Sir John Rolt's Act, 25 & 26 Vict. c. 42 (see Haynes on Eq. pp. 276—7).

Courts of equity have power to grant damages under Sir Hugh Cairns' Act, 21 & 22 Vict. c. 27, in addition to or in substitution for any relief by way of injunction or specific performance to which a plaintiff might have been entitled.

On the other hand, certain powers exercised only by the equity courts were granted to the common law courts by the Common Law Procedure Acts of 1854 and 1860.

Thus the 82nd section of the Common Law Procedure Act of 1854 (17 & 18 Vict. c. 125), empowers a plaintiff, at any time after action brought, and either before or after judgment, to apply for a writ of injunction against the repetition of the injury complained of.

By the 50th section, power is given to either party to apply for an order upon the opposite party to answer on affidavit what documents he has in his possession relative to the matter in dispute; and upon such affidavits being made, the Court may make such further order thereon as shall be just.

By the 51st section, power is given to either party to administer interrogatories to the opposite party.

By the 78th section, the Court in an action of detinue may order execution for the return of the chattels detained.

By sections 83—86, power is given to a defendant at law who has a defence in equity, to set up his equitable defence by way of plea.

(See further, on this point, Haynes on Equity, pp. 169, 170, 288—290).

8. By the common law, a wife's personal property became the husband's absolutely, subject only to the necessity of a reduction into possession during the lifetime of the husband.

Courts of equity allow a married woman, through the medium of trustees, to enjoy property to her separate use independently of her husband, and that with or without the power of anticipating the income of the property so settled.

A married woman may, in equity, be sued with reference to her separate property; and a bond by a married woman having property settled to her separate use without restraint on anticipation is held to bind that property.

A married woman is also capable in the contemplation of a court of equity of committing a fraud, and is liable to be visited, as regards her equitable property, with the consequences of that fraud (*Re Lush's Trusts*, 17 W. R. 974).

Courts of equity may order specific performance of contracts in cases where courts of law can only give damages for the breach thereof. Courts of law cannot, under the name of mandamus, enforce the specific performance of a personal contract, notwithstanding the Common Law Procedure Act, 1854 (17 & 18 Vict. c. 125), s. 68. See *Benson* v. *Paull*, 4 W. R. 493, 2 Jur. N. S. 425; Haynes' Outlines of Equity, p. 290.

Courts of equity had power to compel a defendant to give discovery at a time when the evidence of interested parties was excluded from the courts of common law. The powers of the common law courts under this head are now considerably enlarged: see answer to question 7.

9. When it is clear that the courts of law could always afford adequate relief, without the aid of courts of equity, and without circuity of action or multiplicity of suits, and could take care of the rights of all who are interested in the property in controversy, equity has no jurisdiction. Nor has it jurisdiction as to those rights which could not be practically enforced without occasioning a greater general mischief or inconvenience than that which results from leaving them to be disposed of *in foro conscientiæ*.

[The remainder of the "Answers" will appear next week.]

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, June 6, class A. Tuesday, June 7, class B. Wednesday, June 8, class C. —4.30 to 6 p.m.

Friday, June 10, lecture—6 to 7 p.m.

OBITUARY.

MR. S. LAING, JUN.

Mr. Samuel Laing, jun., barrister-at-law, died suddenly on the 27th May, in a committee-room at Westminster-hall, where he was engaged on Parliamentary business. He was the eldest son of Mr. Samuel Laing, chairman of the London and Brighton Railway Company, and formerly Finance Minister for India, sometime M.P. for the Wick Burghs. Mr. S. Laing, jun., who was in his twenty-seventh year, was educated at Harrow, and afterwards graduated at Cambridge. He was called to the bar at the Inner Temple in November, 1866, and had already acquired considerable practice. Mr. Laing was a member of the Home Circuit, and leaves a widow, to whom he was recently married.

MR. JOHN LINKLATER.

We regret to announce the death of Mr. John Linklater, the head of the firm of J. & H. Linklater, Hackwood, & Addison, who died on the 27th ult. at the age of fifty-three years. Mr. Linklater had for some months past been in weak health, and had passed the winters of the last and the preceding year in the South of France. His friends, however, entertained the hope that his health had been at least partially restored, and were looking forward to his speedy return to England, for which indeed he had made preparations, when an attack of acute brochitis ended fatally. He had just moved from Hyères to Toulon on his road homewards. Mr. Linklater's great exertions throughout his professional career in many heavy and arduous legal matters, his extraordinary energy, and his power of dealing with the most complicated and intricate details, especially in matters of account which he seemed to comprehend almost intuitively, are known to all; whilst few who were acquainted with him will forget the remarkable personal influences which he exercised over those around him. As a lawyer Mr. Linklater was possessed of large and varied learning. He was, moreover, an advocate of great power, and in the other branch of the profession would have risen to high honours. His death leaves a blank most difficult to fill, and will be widely and deeply felt.

Mr. Linklater was admitted in the year 1838. He leaves a widow and four children.

MR. J. H. BOYS.

Mr. John Harvey Boys, solicitor, died at Margate on the 29th May, in his fifty-fifth year. He was certificated in 1837, and was formerly professional assistant to the solicitor of customs, excise, and stamps for the Isle of Thanet; he was also clerk to the magistrates, and joint registrar to the Commissioners of Salvage. At the latter end of last year, he was appointed first coroner of Margate, which office he resigned a few weeks ago, when his son, Mr. Athelstan Harvey Boys, was appointed to succeed him. The late Mr. Boys was a member of the Incorporated Law Society, and a commissioner for oaths and affidavits.

MR. J. LAY.

Mr. James Lay, solicitor, of London and Colchester, died at his residence in Addington-square, Camberwell, on the 16th May, at the age of fifty-seven years. He was certificated in Hilary Term, 1861, and carried on business in the Poultry, and at Colchester.

MR. G. E. FERNS.

Mr. George Egerton Ferns, solicitor, of Stockport, died on the 18th May, at the age of twenty-nine years. He was certificated in Hilary Term, 1863, and was a member of the Solicitors Benevolent Association.

THE LEGAL EDUCATION ASSOCIATION.

The Legal Education Association has been formed with the following objects:—

1st. The establishment of a law university for the education of students intended for the profession of the law.

2nd. The placing of the admission to both branches of the profession on the basis of a combined test of collegiate education and examination by a public board of examiners.

It is proposed, by the establishment of a law university in London, to promote a more scientific and systematic study of the law than at present exists in England. Many of the defects in our law, much of the confusion and perplexity which pervade our legislation, may be fairly attributed to the want of such an institution, and to the absence of that scientific study and training which a well constituted law school would afford. The establishment of an efficient law school would therefore be the best preparation for a reform of the law itself. England, it is believed, is the only first-class State in Europe where a systematic study of the law does not exist, and the profession of the law is the only profession in England which exists in a state of almost complete isolation from all that has been done in late years for the science to which it relates on the continent of Europe. The reason of this state of things is, that in England all the lawyers are practitioners, and there is no school of law, and therefore no science of law, and no established system of teaching.

The establishment of a law university would also be of great advantage to the public in a practical point of view.

The qualification to practise the profession of the law in both its branches being consequent upon collegiate education at the proposed university, combined with the test of examination by a public and independent board, will afford the public the best guarantee that those who practise as barristers, attorneys, or solicitors, or who are legally qualified for appointments to which barristers and attorneys and solicitors alone are eligible, are men of some capacity and education, and that they have acquired some knowledge of law. At present anyone may become a barrister and obtain the right to practise, and the qualification for appointments to which barristers are eligible, without submitting himself to any examination or other satisfactory test of fitness whatever. In no other country but our own is this the case.

The project of a law university is not new. All that is now proposed is to carry out more fully the recommendation made by the Royal Commission appointed in 1855 "to inquire into the arrangements of the Inns of Court and Inns of Chancery," and to enlarge the scope of that recommendation by bringing within it both branches of the profession. The present Lord Chancellor, the present Lord Chief Justice of England, Lord Westbury, Mr. Justice Keating, Sir John Taylor Coleridge, Sir Joseph Napier, and Sir John Shaw Lefevre, were members of that commission. The report of the commissioners is confined to education for the bar, and the general tenor of it will appear from the following extracts:—

"As regards the duty which the Inns of Court owe to the community, whilst conferring on individuals the right of practising at the bar, it will be proper to call attention to the privileges incident to the status of a barrister. He alone is allowed to plead for others in the superior courts of Westminster, and he is not responsible to his clients for negligence or otherwise. He alone is eligible for numerous appointments of considerable emolument and responsibility in this country, including not only the higher judicial appointments but also the offices of recorder, judge of a county court, or commissioner of bankruptcy, and revising barrister. The police magistrates of the metropolis also are now selected from the bar. In the colonies the judicial appointments open to barristers only are also numerous.

"The Inns of Court being entrusted with the exclusive right of conferring or withholding a position to which such privileges as we have enumerated are incident, the community is surely entitled to require some guarantee—first, for the personal character, and next for the professional qualifications of the individuals called to the bar. The only security at present possessed by those who employ a barrister as counsel consists in this, that any defect in the advocate may lead to the loss of practice. But there is not even such security against the appointment of an unfit person to any of the judicial offices to which we have referred."

After speaking of the attention directed by the Inns of Court to the moral character of candidates for admission to the bar, the report continues as follows:—

"We have hitherto considered the question of the education of a barrister on general principles, and on those grounds alone have come to the conclusion that there ought to be a test both of the general and the professional knowledge of every candidate for the bar.

"But we are fortified in this conclusion when we look to the course adopted by the other learned professions, as well as in the subordinate branch of the law.

"The clergyman, the physician, the surgeon, the apothecary, as well as the attorney or solicitor, are all required to pass an examination before they are permitted to practise. In the navy and army, a like examination of officers is required before they are entitled to their first commission, and also before a lieutenancy in the one or a captaincy in the other is attained. In every other country in Europe an educational test is applied to advocates either by requiring a degree in law at a university, or else by a distinct professional examination. In Scotland, the Faculty of Advocates have so recently as in the last year required a test both of general and professional knowledge.

"In arriving at this conclusion, with respect to the necessity of a test, we desire to be understood as not disparaging or undervaluing the present system of practical study in a barrister's chambers, which must be admitted to be very efficient in fitting the student for the active duties of his profession; it affords, however, no facilities for the study of the scientific branches of legal knowledge, including under that term—constitutional law and legal history, and civil law and jurisprudence."

"The most convenient method of acquiring knowledge of these subjects is by lectures, followed by examination applicable both to the lectures and to the subjects generally."

The commissioners then proceed to consider the best mode of carrying such a system of instruction as they conceived to be necessary into effect, and make the following recommendations:—

"We think that considerable advantage would result to the bar as a liberal profession from a better recognised and more definite and permanent combination of the Inns of Court in reference to legal education and examinations than exists at present in respect of the Council of Legal Education, and that the inns might be united in a university, still preserving their independence respectively as distinct societies with respect to their property and internal arrangements.

"Such a university might not only regulate the examinations to which we have adverted, but might likewise confer degrees in law." . . .

"From the foregoing considerations, we deem it advisable that there shall be established a preliminary examination for admission to the Inns of Court of persons who have not taken a university degree, and that there

shall be examinations, the passing of which shall be requisite for the call to the bar; and that the four Inns of Court shall be united in one university for the purpose of these examinations, and of conferring degrees."

The report then gives the heads of a scheme for establishing the proposed university.

The recommendations contained in the report of the Royal Commission have been to some extent carried out. The four Inns of Court now elect a Council of Legal Education to superintend the education for the bar. The council appoint six readers or lecturers, by whom lectures are delivered, and examinations are held twice a year, at which studentships, exhibitions, and certificates of honour are awarded. But it is not obligatory on any student to attend the lectures or pass the examinations, and the precarious or temporary character of the arrangement is indicated by the appointment of the readers being only for three years. Notwithstanding these improvements, any person may now qualify for admission to the bar by passing, previous to his admission to an inn of court, an examination in the English language, the Latin language, and English history, by dining in the hall of the inn of court to which he is admitted a fixed number of times during twelve terms, and by becoming a pupil for one year in the chambers of a barrister or pleader; there being no mode appointed for ascertaining whether the pupilage has been more than nominal, or whether the student has acquired thereby any knowledge of his profession. There is no other necessary test of learning or competency now required previous to a call to the bar.

The superintendence of the education of attorneys and solicitors is entrusted by law to the judges of the courts of common law and the Master of the Rolls, who have to satisfy themselves of the fitness and capacity of all persons applying to be admitted as attorneys and solicitors. This duty is performed by appointing every year sixteen attorneys or solicitors (generally chosen from the Council of the Incorporated Law Society), who, with the masters of the common law courts, act as examiners of all candidates for admission on the roll of attorneys and solicitors. The Council of the Incorporated Law Society appoint annually three lecturers, by whom lectures are delivered to articled clerks. The attendance at the lectures is voluntary, but no one can be admitted an attorney or solicitor without passing two examinations; one during, and the other at the close of, his clerkship. It will be seen, therefore, that in the case of attorneys and solicitors, although the examinations previous to admission are compulsory, yet the means for obtaining a systematic training and scientific education are extremely scanty and imperfect. If a compulsory examination be desirable for attorneys and solicitors, it seems equally or more necessary in that branch of the profession, from which all the judges at home and in the colonies, the stipendiary magistrates, and numerous other judicial and quasi-judicial officers are selected, for whose fitness and capacity there is at present no guarantee, unless they happen to have attained success in the practice of their profession; a test that may afford a fair guide in filling the higher offices, but cannot be practically applied to the numerous candidates for the minor judicial appointments at home and abroad.

Much importance is attached by the association to the establishment of a system of common education for both branches of the profession, those who aspire to the higher branch being required to undergo a longer course of training and a severer test of knowledge than those who desire to practise only as attorneys or solicitors. It is believed that such a common education would greatly improve the relations at present existing between barristers and attorneys and solicitors, and bring about more frequently than at present a common action by both branches of the profession, for the amendment of the law, and for the promotion of other public objects.

It would appear from the foregoing statement that all the materials for the proposed Law University are already in existence and at hand, and only require to be judiciously combined and incorporated. In the Inns of Court, their Council of Legal Education, and their six readers, on the one hand, and the Incorporated Law Society and their three lecturers, coupled with the Provincial Law Societies on the other, we seem to have most of the elements already in operation which require only to be brought together and united as a whole in order to form the basis of the proposed university. It is also believed that the students annually entering the two branches of the profession are sufficiently numerous to make such a university at once self-supporting. It is only by means of the establishment of some such law college or university as is here proposed, and the succession of teachers and writers which it would ensure, that we can hope to see arise a school of British jurisprudence worthy to be placed side by side with the great schools of France and Germany.

It is considered that it might be most expedient to entrust the government of the University to a Senate, elected by the Inns of Court, the Universities of Oxford, Cambridge and London, the Incorporated Law Society, and some of the Provincial Law Societies, together with some *ex officio* members, and other members nominated by the Crown. But the association is not pledged to any details of such a measure, or to anything beyond the two objects at the head of this circular.

The Lord Chancellor and the following judges have already expressed their general approval of the above proposals:—

The Lord Chief Justice of the Common Pleas, the Lord Chief Baron, Lord Penzance, the Vice-Chancellor Malins, the Vice-Chancellor James, Mr. Baron Martin, Mr. Baron Bramwell, Mr. Baron Channell, Mr. Justice Montague Smith, Mr. Justice Hannen, and the Chief Judge in Bankruptcy.

The association has also received from other distinguished lawyers assurances of hearty approval and co-operation; and the committee believe that they have only to make known the objects which they have in view in order to obtain the approval and support of all who take an interest in the progress of the profession and in the advancement of a scientific study of the law in England.

The association, therefore, confidently appeals to both branches of the profession and to the general public for support.

Those who wish to become members of the association are requested to communicate with the Honorary Secretaries: Arthur J. Williams, 4, Harcourt-buildings, Temple; William A. Jevons, 12, Castle-street, Liverpool; or Frank R. Parker, 41, Bedford-row, W.C., from whom any further information may be obtained.

COURT PAPERS.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The Judicial Committee will commence sitting for the despatch of business on Friday, the 17th June, 1870, at half-past ten o'clock a.m.

SUMMER CIRCUIT.

HOME.—Lord Chief Justice Bovill and Mr. Justice Blackburn.
MIDLAND.—Lord Chief Baron and Mr. Justice Brett.
WESTERN.—Mr. Baron Martin and Mr. Justice Willes.
NORFOLK.—Mr. Baron Channell and Mr. Justice Keating.
OXFORD.—Mr. Justice Mellor and Mr. Baron Pigott.
NORTHERN.—Mr. Justice Lush and Mr. Baron Cleasby.
NORTH WALES.—The Lord Chief Justice of England.
SOUTH WALES.—Mr. Justice Hannen.
Mr. Justice Montague Smith remains in town.

The Countess Teleki, only child of the late Lord Langdale, Master of the Rolls, died at Damascus on the 3rd of May. Lady Langdale was with her daughter at her demise.

Mr. R. R. Dees, solicitor, of Newcastle-upon-Tyne, has purchased the estate of Morris Hall, near that town, for the sum of £29,000.

On Thursday last Mr. W. H. Cotterill, solicitor, of Throgmorton-street, was adjudicated a bankrupt by Mr. Registrar Roche. Mr. J. H. Linklater appeared for the petitioning creditor.

On Sunday afternoon last, being the first Sunday in Trinity Term, a representative portion of the Common Law Judges attended service at St. Paul's Cathedral, with the Corporation, according to custom. On Tuesday the Lord Mayor entertained the judges at the customary banquet at the Mansion House.

A San Francisco judge lately tempered justice with mercy by fining a half-starved girl twenty-five cents for stealing a pitcher of milk, and then raising twenty dollars for her among the lawyers and others who were in court.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 3, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅞ x d
Ditto for Account, July 93 x d
3 per Cent. Reduced 92¾
New 3 per Cent., 92¾
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '78
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 5 p
Ditto, £500, Do — 5 p m
Ditto, £100 & £200, — 5 p m
Bank of England Stock, 4½ per Ct. (last half-year) 235
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½
Ditto for Account
Ditto 5 per Cent., July, '80 111½ xd
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 101¾
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 92¾
Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto, 5½ per Cent., May, '79 110¾
Ditto Debentures, per Cent., April, '64 —
Do. Do, 5 per Cent., Aug. '73 104
Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, under £1000, 24 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	43½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	125
Stock	Do., A Stock*	100	137
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	75
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	135½
Stock	London, Brighton, and South Coast	100	45⅞
Stock	London, Chatham, and Dover	100	15⅝
Stock	London and North-Western	100	132
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	68
Stock	Midland	100	133
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	39½
Stock	North London	100	121
Stock	North Staffordshire	100	61½
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have established a further improvement this week though the movement has not been continuous. The railway market has also, on the whole, been particularly buoyant, and although in the middle of the week a sharp decline followed a rise in prices, being occasioned by the realisations of speculators, the result of the week exhibits on the average a considerable advance. Foreign securities also are active, with the exception of Americans. The Board of Trade returns are thought to indicate that the much wished-for revival has come at last. The new Japanese Loan, which, after having been eagerly subscribed for, fell to five per cent. discount, has risen nearly to par.

The Directors of the Devon and Somerset Railway, which by agreement, confirmed by Act of Parliament, is to be worked in perpetuity by the Bristol and Exeter Railway, are prepared to receive applications for £255,000 (balance unissued of £270,000) first mortgage A debenture stock, bearing 6 per cent for an interest, which is issued in pursuance of the Railway Companies Act, 1867. The price of issue of the stock now offered is par, or £100 for each £100 stock; it will be issued in any amount not being less than £100 stock, payable by instalments, the last being on February 15, 1871. Interest will accrue from the dates of payment of each instalment, but subscribers will have the option of paying the whole of the instalments on allotment, in which case interest at the rate of 6 per cent. per annum will also be allowed on such payments. The interest will be payable half-yearly, on 1st January and 1st July in each year, at the National Provincial Bank of England, London.

Messrs. J. H. Schroder & Co. offer £11,920,000 nominal capital Six per cent. Consolidated Bonds of the Government of Peru for the construction of railroads—from Callao to La Oroya, £5,520,000, and from Arequipa to Puno, £6,400,000—total £11,920,000. 1. The bonds will be in amounts of £1,000, £500, £200, £100, £50 and £20, bearing interest at the rate of 6 per cent. per annum, payable by coupons half-yearly on the 1st January and 1st July in each year (the first being payable on the 1st January next). The coupons will be payable in London in sterling; in Paris, at the exchange of twenty-five francs per pound sterling; and in Amsterdam at the exchange of the day on London. 2. The redemption will be effected by half-yearly drawings at par, commencing on the 1st April, 1880, by the operation of a Sinking Fund of two per cent. per annum of the entire capital, plus the interest on the redeemed bonds, so that the entire amount will be paid off at the end of twenty-five years from that date. The bonds so drawn will be paid off three months after the date of drawing. Applications will be received by Messrs. J. Henry Schroder & Co., 145, Leadenhall-street, on the 7th and 8th June; and applications from the country until noon on Thursday the 9th June.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL COFFEE HOUSE.

June 2.—By Mr. MARSH.

Policy of Assurance for £1,000, effected with the Metropolitan Life Assurance Society on the life of a gentleman aged 43 years. Sold £60.

Policy of assurance for £999, effected with the London Provincial Law Life Office, on the life of a gentleman aged 75 years. Sold £455.

Absolute reversion to 1-ninth part of £15,626 invested in Consols, on mortgage, in shares, debentures, and bonds, receivable on the death of a lady aged 66 years. Sold 800.

Policy of Assurance for £499 19s., effected with the Eagle Insurance Company, on the life of a gentleman aged 62 years. Sold £220.

Absolute reversion to 1-7th of £3,333 6s. 8d. Consols, receivable on the death of a lady aged 64 years. Sold £200.

Leasehold residence, No 26, Fulham-place, Paddington, producing £60 per annum, term 92 years from 1845, at £7 per annum. Sold £610.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BLAKE—On May 31, at 25, Dacre-park, Blackheath, the wife of S. H. Blake, Esq., barrister, Toronto, Ontario, Canada, of a daughter.

MASON—On May 30, at The Limes, 17, St. John's-wood-park, the wife of John Nicholas Mason, Esq, of a son.

STREET—On May 31, at 98, Portsdown-road, the wife of J. B. Street, Esq., barrister-at-law, of a son.

DEATHS.

BRODIE—On May 27, at Edinburgh, Charlotte Frederica, wife of Thomas Brodie, writer to the signet.

GACHES—On May 30, at Peterborough, Julia Farie, wife of G. F. D. Gaches, solicitor, aged 21.

IVES—On May 30, Caroline Eliza, wife of James Ives, of No. 7, Grove-villas, Loughborough-road, Brixton, solicitor, in the 47th year of her age.

LAING—On May 27, suddenly, at Westminster, Samuel Laing, Esq., jun., barrister-at-law, in the 27th year of his age.

LINKLATER—On May 27, at Toulon, John Linklater, Esq., of 18, Queen's-gate-place, South Kensington, and 7, Walbrook, aged 53.

MARTELLI—On May 30, at 22, Westbourne-square, Hyde-park, Charles Henry Ansley Martelli, barrister-at-law, aged 58.

WIGHTMAN—On May 26, at Babworth, near Retford, Susan, the beloved wife of Arthur Wightman, solicitor, Sheffield, in the 23rd year of her age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, May 27, 1870.

LIMITED IN CHANCERY.

International Land Credit Company (Limited).—Petition for winding up, presented May 25, directed to be heard before Vice-Chancellor James on Saturday, June 4. Clements, Threadneedle-street, for Bircham & Co, Threadneedle-street, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, May 31, 1870.

Kemble Brotherly Friendly Society, Kemble, Wilts. May 26.

Portsmouth Dockyard Joiners Death Society, Wiltshire Lamb Inn, Portsea, Hants. May 26.

United Sisters Friendly Society, Lion Hotel, Cerrig-y-Druidion, Denbigh. May 27.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 27, 1870.

Drake, Sarah, Chigwell-row, Essex, Widow. June 23. Salter v Cox, M.R.

Tayler, Hy Vere, Barking, Essex, Gent. June 9. James v Morgan, V.C. James. Cunliffe & Beaumont, Chancery-lane.

Watson, Thos, Cumberland-ter, Lloyd-sq, Pentonville, Gent. June 29. Parbury v Watson, V.C. Stuart. Sturt, Ironmonger-lane, Cheapside.

White, Emily, Goudhurst, Kent, Spinster. June 30. Cave v Cave, V.C. Stuart. Burt & Co, Gray's-inn-chambers, Holborn.

TUESDAY, May 31, 1870.

Jones, Anne, Holyhead, Anglesea, Spinster. July 1. Pugh v Jones, V.C. James. Passingham, Bala.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 27, 1870.

Adams, Fras Bryant, Croydon, Surrey, Wholesale Stationer. June 30. Helsham, Poultry.

Bartlett, Nathaniel, East Chinnock. July 26. Watts, Yeovil.

Bartlett, Thos, Closworth, Somerset, Yeoman. July 26. Watts, Yeovil.

Crofts, Harriet, South Belgrave-st, Pimlico, Widow. June 24. Corsellis, East-hill, Wandsworth.

Curtiss, Edward, Bognor, Sussex, Plumber, July 1. Johnson & Raper, Chichester.

Dunn, Wm, Montagne-st, Russell-sq, Esq. Aug 1. Goldring, Chancery-lane.

Edgington, Benj, Duke-st, London-bridge, Rick Cloth Manufacturer. July 31. Simpson, Wellington-st, London-bridge.
Eyton, Mary, Rhydycilgwyn-isa, Denbigh, Widow. June 28. Flint, Eyton.
Jane, Hon Julian Hy Chas, Portman-sq. June 30. Farrer & Co, Lincoln's-inn-fields.
Harcourt, Fredk, Ipswick, Suffolk, Esq. July 30. Smith & Co, Northumberland-st, Charing-cross.
Hicks, Eugene, Bath, Esq. July 9. Stone & Co, Bath.
Horak, Sarah, Bristol, Widow. June 20. Black & Co, Brighton.
Hughes, Margaret Sophia, Rhyl, Flint, Spinster. July 1. Williams, Rhyl.
Hunt, Amelia, Beaufoy-ter, Maida-vale, Paddington, Widow. July 1. Sawbridge & Wrentmore, Wood-st, Cheapside.
Lowe, Jas, Ardwick, Manch, Salesman. Sept 1. John Bispham, Ailwood, Manch.
Meigh, Eliz, Ash Hall, Stafford, Widow. July 9. Wards & Coopers, Newcastle.
Mockett, Edward, Hopeville Farm, Kent, Gent. June 24. Brooke & Hughes, Margate.
Pickles, Joseph, Victoria, Melbourne, Tinplate Worker. July 29. Ponsonby, Oldham.
Pullein, Edmund, Lonsdale-sq, Esq. July 1. Sawbridge & Wrentmore, Wood-st, Cheapside.
Rogers, Thomas, Bristol, Builder. Aug 1. Plummer, Bristol.
Smee, Sylvanus, Finsbury-pavement, Upholsterer. July 1. Oldershaw, Bell-yard, Doctors'-commons.
Tate, Thos, Kendal, Westmoreland, Innkeeper. Sept 1. Wilson, Kendal.
Thompson, Emma Jackson, Dover, Kent, Widow. July 1. Davidsons & Co, Basinghall-st.
Tillyer, Richard Blunt, Harmondsworth, Middlesex, Farmer. July 8. Fisher & Fisher, Merchant Taylors' Hall, Threadneedle-st.
Vernon, Geo, Dunkirk, Stafford, Ironmaster. July 21. Round, Tipton.
Welch, Timothy Yeats, Lpool, Shareholder. July 25. Maxsted & Gibson, Lancaster.
Wightman, Wm Crew, sen, Cattistock, Dorset, Gent. July 26. Watts, Yeovil.
Williams, John, Leamington Priors, Warwick, Chemist. July 20. Field, Leamington Priors.
Woolliams, Robert, Theale, Berks, Tailor. July 1. Brighten, Bishopsgate-st Without.

TUESDAY, May 31, 1870.

Baker, John, Pembury, Kent, Farmer. Sept 1. Cripps, Tunbridge Wells.
Carter, John, All Saints, Poplar, Gent. July 4. Robinson, Basinghall-st.
Davis, Lewis John, Brampton, Hereford, Farmer. July 1. Mansfield & Sons, Hereford.
Evans, John, Starch-green, Licensed Victualler. Jule 31. Hooke & Street, Lincoln's-inn-fields.
Foster, John, Champion-ter, Denmark-hill, Esq. July 11. Dawes & Sons, Angel-ct, Throgmorton-st.
Fry, Thos, Broughton Gifford, Wilts, Gardener. June 30. Stone & Sparks, Bradford-on-Avon.
Harrison, Geo, Newark-upon-Trent, Notts, Engineer. June 30. Hodgkinson & Co, Newark-upon-Trent.
Hibbert, Jas, Walthamstow, Essex, Esq. Aug 1. Crosley & Burn, Birchin-lane.
Hobson, Mary, Woodhouse Cliff, Leeds, Widow. July 11. Barr & Co, Leeds.
Jones, Wm, Bryn-y-mor, Carnarvon, Esq. July 1. J. P. Jones, Denbigh.
Kidall, Wm Spurrell, Swaffham, Norfolk, Miller. June 27. Palmer, Swaffham.
Lee, Phœbe, Tonbridge, Kent, Widow. July 1. Parker & Co, Bedford-row.
Lennard, Geo Barrett, Crown Office-row, Temple, Esq. July 12. Hodgson, Salisbury-st, Strand.
Lewis, Iltyd Jas Savile, Berry Pomeroy, Devon, Esq. July 18. Bryett & Hare, Totnes.
May, Rev Jas Lewis, West Putford, Devon. July 14. L. J. May, Woodbridge-st, Clerkenwell.
Morcom, Joel, Bristol, Colonial Broker. Oct 31. Harwood, Bristol.
Robson, John, Newcastle-upon-Tyne, Metal Merchant. July 1. Hoyle & Co, Newcastle-upon-Tyne.
Rodick, Thos, Rock Ferry, Chester. Aug 1. Lloyd, Lpool.
Spencer, Hy, Chapel Allerton, York. Aug 1. Middleton & Son, Leeds.
Taylor, John, Mereworth, Kent, Farmer. Sept 1. Stenning, Tonbridge.
Wenden, Nathaniel, Great Bromley, Essex. June 30. Turner & Deane, Colchester.

Bankrupts

FRIDAY, May 27, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dickinson, Wm Thos, Vige-st, Ironmonger. Pet May 21. Murray. June 13 at 11.
Fowler, Geo, Billiter-st, Merchant. Pet May 26. Hazlitt. June 15 at 1.
Wilmot, Chas Saml, Upper Thames-st, Wholesale Ironmonger. Pet May 25. Spring-Rice. June 14 at 11.

To Surrender in the Country.

Beach, John, Oldbury, Worcester, Maltster. Pet May 23. Watson. Oldbury, June 13 at 11.
Duckworth, Jas, Ramsbottom, Lancashire, Wine Merchant. Pet May 25. Holden. Bolton, June 15 at 10.
Eckley, Thos, Lytham, Lancashire, Plumber. Pet May 24. Myres. Preston, June 13 at 11.
Harris, Geo, jun, Shottesham, Norfolk, Farmer. Pet May 24. Palmer. Norwich, June 8 at 11.
Head, Fredk Jas, Eastbourne, Sussex, Engineer. Pet May 24. Blaker. Lewes, June 9 at 10.
Padley, Alfd, Dover, Kent, Gent. Pet May 25. Callaway. Canterbury. June 8 at 2.
Skerton, Richd, New Swindon, Wilts, innkeeper. Pet May 23. Townsend. Swindon, June 10 at 12.
Thurland, Wm Francis, Oxford, Victualler. Pet May 21. Dudley. Oxford, June 8 at 10.
Welsh, Sarah, Eccles, Lancashire, Innkeeper. Pet May 25. Hulton. Salford, June 15 at 11.
Whitehead, Jas, Rawmarsh, Yorks, Roller. Pet May 20. Wake. Sheffield, June 8 at 1.
Woodhead, Jas, Manch, Yarn Agent. Pet May 24. Kay. Manch, June 17 at 12.

TUESDAY May 31, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Carvell, Joseph, Shoe-lane, Dairyman. Pet May 27. Murray. June 14 at 12.
De Rin, Angelo, Westbourne-rd North, Barnsbury-park, Merchant's Clerk. Pet May 30. Pepys. June 13 at 12.

To Surrender in the Country.

Buckland, Wm, Burmouth, Merioneth, Gent. Pet May 28. Jenkins. Aberystwith, June 13 at 11.
Burn, Wm, Morpeth, Northumberland, Watchmaker. Pet May 27. Mortimer. Newcastle, June 11 at 11.30.
Cloak, Louis, Hayling Island, Hants, Grocer. Pet May 26. Howard. Portsmouth, June 13 at 12.
Cogger, Hy, Addington, Kent, Innkeeper. Pet May 28. Scudamore. Maidstone, June 10 at 11.
Cunliffe, Jas, Lpool, General Merchant. Pet May 27. Hime. Lpool, June 15 at 2.
Ellis, Edwin, Morley, Yorks, Manufacturer. Pet May 26. Nelson. Dewsbury, June 16 at 3.
Fisher, Thos, Bristol, Umbrella Manufacturer. Pet May 26. Harley. Bristol, June 14 at 1.
Gostling, John, Brighton, Sussex, Tailor. Pet May 27. Evershed. Brighton, June 15 at 10.
Harris, Geo, sen, Earsham, Norfolk, Farmer. Pet May 28. Pretyman. Ipswich, June 11 at 1.30.
Hill, Richd, Barnet, Hertford, Ironmonger. Pet May 18. Harris. Barnet, June 17 at 12.
Hingley, Wm, Blackbrook, Worcester, Boat Contractor. Pet May 27. Dudley, June 11 at 12.
King, Geo, Ardwick, Manch, Soap Manufacturer. Pet May 28. Kay. Manch, June 23 at 9.30.
Nemcheriogiu, Abraham, Manch, Merchant. Pet May 28. Humphrys. Manch, June 23 at 9.30.
Nemcheriogiu, Hadji Yany, Manch, Merchant. Pet May 26. Kay. Manch, June 23 at 9.30.
Owen, David, Maesmawr, Merioneth, Common Carrier. Pet May 28. Jenkins. Aberyswith, June 13 at 11.
Owen, Wm, Maesygarnedd, Merioneth, Farmer. Pet May 28. Jenkins. Aberyswith, June 13 at 11.
Palmer, Ann, Hadlow, Kent, Widow. Pet May 25. Walker. Tunbridge Wells, June 13 at 3.
Roberts, Mary, Maindee, nr Newport, Monmouth, Licensed Victualler. Pet May 27. Roberts. Newport, June 20 at 1.
Sills, Hy, Mansfield, Nottingham, Builder. Pet May 25. Patchitt. Nottingham, June 13 at 11.
Stonex, Richd Harris, North Elmham, Norfolk, Wheelwright. Pet May 28. Palmer. Norwich, June 14 at 12.
Ullivero, Peter Thos, Bartington, Cheshire, Grocer. Pet May 28. Broughton. Crewe, June 16 at 12.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Walters, Emily, Prisoner for Debt, Walton. Adj Feb 18. Lpool, June 17 at 2. Norton, Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, May 27, 1870.

Alwen, John Norrish, Cudham, Kent, Miller. May 23.
Welch, Frank, & Alfd Welch, Panton-st, Licensed Victuallers. May 25.

TUESDAY, May 31, 1870.

Elliff, Jeremiah, Caterham, Surrey, Builder. May 30.
Schondorf, Michael, Gt Tower-st, Corn Broker. May 30.

WEDNESDAY NEXT, JUNE 8th, at the AUCTION MART, Token-house-yard, commencing at ONE o'clock.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

ENFIELD.—A very enjoyable Freehold detached Residence, two miles from the railway station, and known as Holme-villa, The Ridgway; standing within its own grounds of over six acres, laid out in pleasure and kitchen gardens, lawns, orchards, and meadow, with out-buildings.

ENFIELD.—A detached Residence, known as Holly-hill Cottage, Enfield Chase, flower garden with greenhouse and fishpond, kitchen gardens, and paddock, with out-offices; about two acres. Vendor's Solicitors, Messrs. Cox & Sons, 4, Cloak-lane.

ISLE OF WIGHT.—The Bembridge-lodge Estate, a beautiful freehold property on the coast, overlooking Brading Harbour; comprising a charming residence, extensive park-like grounds of about 53 acres, with first-rate out-offices, conservatories, walled-in gardens, lawns, plantations, shrubbery walk to the church, which stands on the border of the property, and every qualification of a perfect marine retreat, with great building capabilities. Vendor's Solicitor, JNO. RAE, Esq., 9, Mincing-lane.

STAINES.—A capital Freehold Family Residence, with ornamental pleasure grounds, gardens, lawns, stabling, and out-offices, most cheerfully situate on the high road, and near the railway station. Vendor's Solicitors, Messrs. SATCHELL & CHAPPLE, Queen-street, Cheapside.

SUSSEX.—Freehold Residence and Estate of 26 acres, complete in all the requirements of a gentleman's country abode, beautifully situate on the borders of Kent, in the parish of Hurst Green, one mile from the Etchingham station on the S.E. Railway. Vendor's Solicitors, Messrs. REYBOUX & PHILLIPS, 99, Cannon-street.

In BERKS, near the Ascot Railway Station.—A beautiful Freehold Residence, distinguished as Englemere, one of the most attractive and enjoyable on a small scale within the Royal county, situate in the salubrious parish of Sunninghill, within beautiful gardens and park-like lands 63 acres in extent; containing fifteen to eighteen chambers, bath room, boudoir, beautiful drawing room, with lovely view, handsome dining room, library, billiard room, &c., and excellent domestic offices; stabling for eight or ten horses, coach houses, men's apartments, farm yard, with ranges of model buildings. Vendor's Solicitor, J. CROWDY, Esq., 17, Serjeants'-inn.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JUNE 15th, at the AUCTION MART, Tokenhouse-yard, commencing at ONE precisely.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT OF SALES:—

VICTORIA-PARK.—Long leasehold ten roomed House and Garden, No. 10, Prince's-terrace, Bonner's-road, in hand; estimated value £40 per annum; long term, low ground rent. Vendor's Solicitor, W. METCALF, Esq., 2, Gresham-buildings, E.C.

REGENT-STREET and PICCADILLY.—Crown lease for forty-eight years unexpired, at a nominal rental, of the Commanding Business Premises, No. 8, Piccadilly, at the corner of Regent-circus. Vendor's Solicitor, SAMUEL POTTER, Esq., 36, King-street, Cheapside.

ROTHERHITHE.—Freehold Waterside Premises, Prince's-stairs, Rotherhithe-wall, with a frontage of 63 feet to the Thames, occupying a superficial area of 3,411 feet, consisting of spacious warehouses, four stories in height, and vacant ground at side. Vendor's Solicitors, Messrs. WALTONS, BUBB, & WALTONS, 30, Great Winchester-street, E.C.

UPPER TEDDINGTON.—Four semi-detached Freehold Villa Residences, Nos. 1, 2, 3, and 4, Huntingdon-place, Hampton-road, substantially built, of handsome elevation, and arranged with every requisite for the comfort and convenience of respectable families; rental value £660 per annum. Also a valuable Plot of Freehold Building Land adjoining. Vendor's Solicitors, Messrs. ASHURST, MORRIS, & Co., 6, Old Jewry.

COLEMAN-STREET, No. 21.—Lease for eleven years unexpired of these Premises, at the low rental of £83 per annum.

DALSTON.—Three long Leasehold ten-roomed Residences, Nos. 29, 37, and 39, Colvestone-crescent, Ridley-road, with garden; two let, one in hand; the rental value of £152 per annum. Long terms, low ground rents. Vendor's Solicitors, Messrs. SHARP & ROSCOE, 8, Bedford-row, W.C.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JUNE 22nd, at the AUCTION MART, Tokenhouse-yard, commencing at ONE o'clock precisely.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

KENSINGTON-PARK ESTATE.—Valuable Freehold Ground-rents, amounting to about £150 per annum, arising from capital private house property, forming a compact portion of the above estate. Vendor's Solicitors, Messrs. SMITH, GUSCOTTE, & WADHAM, 19, ESSEX-street, Strand.

DRURY-LANE.—Leasehold House and Shop, No. 11, Feather's-court, formerly a public house. In hand. Term 30 years unexpired, at a low ground-rent. Vendor's Solicitors, Messrs. KINGDON & WILLIAMS, Lawrence-lane, E.C.

SOUTH WALES, in the beautiful vicinity of Chepstow, overlooking the Bristol Channel and the estuary of the Severn, an easy drive from a station on the main line of railway, and the same distance from the new passage in connection with the Bristol and the South Wales Railway.—Charming Freehold Residence and Estate of nearly 330 acres, distinguished as Penhein. Vendor's Solicitors, Messrs. WHITTINGTON & SON, 41, Wilson-street, Finsbury.

HENDON.—Valuable and attractive Freehold Estate, close to the Mill-hill station on the Edgware, Highgate, and London Railway; comprising about 13 acres of first-rate building land. Vendor's Solicitors, Messrs. SMITH, GUSCOTTE, & WADHAM, 19, ESSEX-street, Strand.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JUNE, 29th, at the AUCTION MART, Tokenhouse yard, commencing at ONE o'clock.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

WESTMINSTER.—Valuable Freehold Estate, comprising the premises Nos. 18, 19, and 20, Marsham-s treet, with extensive range of stabling, yards, and buildings in the rear, occupying an area of 8,200 feet, with a commanding frontage of about 60 feet, presenting an excellent site for the erection of a commodious range of modern buildings Vendor's Solicitors, Messrs. SMITH & WALL, New-inn, Strand.

PENGE, Surrey.—With possession, an unusually substantial modern detached Freehold Villa Residence, standing in its own grounds of over 2 acres, distinguished as Upton Villa, on the high road to Beckenham and a few minutes' walk from the two railway stations. Stabling, coach house, &c. Vendor's Solicitors, Messrs. C. and J. ALLEN & SON, Carlisle-street, Soho.

DALSTON-LANE.—A valuable Freehold Property, comprising Nine Houses, Nos. 5 to 12 and 14, Tyssen-terrace, and close to the railway station on the North London line, together of the rental value of £310 per annum.—Vendor's Solicitor, F. J. DONNE, Esq., 1, Prince's-street, Spitalfields, E.C.

FOREST-HILL.—A valuable Freehold Property, situate on the preferable side of the hill, within a short distance of the Railway Station and the Crystal Palace, comprising two well-built, modern semi-detached residencies, with large gardens; also valuable freehold building land adjoining. Vendor's Solicitors, Messrs. FEARON, CLABON & FEARON, 21, Great George-street, Westminster.

No. 24, Gresham-street, Bank, E.C.

WEDNESDAY, JULY 6th, at the AUCTION MART, Tokenhouse-yard E.C., commencing at ONE o'clock precisely.

MESSRS. EDWIN FOX & BOUSFIELD'S
ARRANGEMENT of SALES:—

MIDDLESEX and HERTS.—Charming Freehold Property at Elstree, comprising a substantial family residence, standing on an eminence surrounded by its own grounds, lawns, kitchen garden, and meadow land, in all about 21 acres; let on lease for an unexpired term of twenty years at the yearly rent of £350. Vendor's Solicitors, Messrs. FRESHFIELD, Bank-buildings, Lothbury.

CITY-ROAD.—A valuable and important Estate, advantageously situate close to Finsbury-square, with frontage to the City-road and two side streets, offering great capabilities for the erection of an extensive range of warehouses or manufacturing premises; held for a long term at a ground-rent. Vendor's Solicitor, W. WEALL, Esq., Doctors'-commons.

BRIXTON.—Two excellent long Leasehold semi-detached Villa Residences, situate and being Nos. 3 and 4, Overton-road, Angell-park. Rental value £120 per annum. Long term at low ground rents. Vendor's Solicitors, Messrs. HARRISON, BEAL, & HARRISON, 19, Bedford-row, W.C.

UPPER NORWOOD.—Valuable and charming Freehold Estate, comprising a handsome family residence, built in the Italian villa style, and distinguished as Beaumont, situate at Upper Norwood, about a mile from the Norwood Junction Railway Station and the Crystal Palace, and commanding an uninterrupted view, extending over Richmond, Wimbledon, Epsom Downs, and to Windsor Castle; containing nine bed chambers, bath room, three reception rooms, and conservatory, and superior domestic accommodation; stabling for four horses, coachhouse, &c., pleasure ground, vinery, paddocks, &c,, in all about five and a quarter acres. With possession. Vendor's Solicitors, Messrs. BOOTT & BUTT, 1, Raymonds',-buildings, Gray's-inn, W.C.

No. 24, Gresham-street, Bank, E.C.

In the counties of Somerset and Dorset.—Important and valuable estate of 554 acres, with a capital mansion-house, several capital residences, farm-houses, cottages, and buildings, situate adjoining the South Western Railway, close to the Crewkerne Station.

MESSRS. WAINWRIGHTS & HEARD beg to announce that they are instructed to submit to public competition, at the GEORGE HOTEL, CREWKERNE, on TUESDAY, JUNE 21, 1870, at TWO for THREE o'clock in the afternoon, a very valuable and highly important RESIDENTIAL ESTATE, upwards of 554 acres in extent, partly freehold, and partly held for long terms of years absolute, desirably situate in the parishes of Misterton and Crewkerne, in the county of Somerset, and Mosterton, in the county of Dorset, comprising an excellent family mansion, known as "Misterton House," with lawn, pleasure grounds, gardens, conservatory, stabling, and offices, replete with every convenience. An attractive and most convenient residence, called the Lodge, with suitable offices placed in park-like grounds near Misterton church, with excellent walled gardens. A comfortable residence and garden in Misterton, adjoining the turnpike-road. The OLD MANOR FARM-HOUSE, with suitable homestead and buildings, several good cottages, and the smith's shop in the village. Another good FARM-HOUSE and BUILDINGS at Bluntsmoor, and sundry closes of rich meadow and pasture, very fertile arable, and luxuriant orchard land, principally arranged in three suitable farms; the whole farmed by the proprietor, and in the highest and most perfect state of cultivation. The property is studded with plantations and underwoods, forming excellent preserves for game. The whole is abundantly supplied with water, and very superior building and limestone can be quarried on several portions of the estate. Many of the lands abut on the turnpike-road, close to the railway station, and are admirably situated for building sites, being within one mile of the town of Crewkerne, and commanding extensive and beautiful views over a rich and picturesque country. The estate will be first offered in one lot, and if not sold, then in 26 lots, as described in particulars, or in such other lots as may be determined at the time of sale.

The property may be viewed by application to Mr. John Warren, the bailiff, at the Manor House, Misterton; and printed particulars and plans may be obtained at the said Manor House; the place of sale; the George Inn, Chard; the Choughs, Yeovil; at the offices of WAINWRIGHTS & HEARD, Surveyors, Shepton Mallet; or at the offices of Mr. BATTEN, Solicitor, Yeovil.